# The Solicitors' Journal.

LONDON, APRIL 28, 1883.

## CURRENT TOPICS.

ALL THE COURTS in the Royal Courts of Justice are now completed, but as yet there have never been nineteen courts sitting at the same time.

AS SOON AS the date of Mr. Justice KAY's return from circuit is known, an order will be made transferring to him his causes from Mr. Justice PEARSON.

AS WE ANTICIPATED, an order has been made for the transfer to Mr. Justice NORTH, for trial or hearing only, of all the causes now before Mr. Justice PEARSON for trial or hearing only, except a few specified causes, which are retained for trial or hearing only. For these causes the paper of Mr. Justice PEARSON must be carefully watched. It will be observed that no writ is to be marked for Mr. Justice NORTH.

A NUMBER OF RULES have been drafted intended to simplify the work of the Chancery Pay Office. Among numerous other alterations, we believe that the following are proposed. Affidavits of residue are no longer to be required, and the Chancery Paymaster is himself to do the necessary sum and to recognize the result of his own figures without the assistance of the oath of a stranger. Another and very useful reform proposed is the payment of dividends and periodical payments by post in the same manner as the Bank of England now pays dividends when requested, and this provision is to be carried out in connection with an address book, containing the names and addresses of persons interested and of their solicitors. The certificates or directions for sales or transfers of stock, which are now drawn and signed by the registrars, are to be abolished, and the Paymaster, it is proposed, shall act on a pay sheet without looking at the order on which it purports to be founded, and shall carry out all the directions contained in the pay sheet, without being requested to do so by the solicitor having the carriage of the order. Provision is also to be made so that the Chancery Broker shall effect sales and transfers on every day of the week except Saturday, instead of, as now, on two days only. In actions for debt or damages, where a party is entitled, according to the Rules of the Supreme Court, to take money out of court paid in in satisfaction—a course which cannot now be adopted in the Chancery Division without an order—it is proposed that provision should be made for enabling him to do so without an order. This last provision will become the more valuable when there is one Pay Office for the whole of the Supreme Court, as must ere long be the case.

THE ANSWER of the LORD CHANCELLOR to the request recently preferred to him by the Lancashire deputation for continuous sittings of the judges of the High Court at Liverpool and Manchester is to be found in the little Bill which has just been printed "to further improve the administration of justice in the Court of Chancery of the County Palatine of Lancaster." By this measure it is proposed that the Palatine Court shall, as regards all persons and property within its jurisdiction, have the like powers and jurisdiction as the High Court of Justice in its Chancery Division now has and exercises, or may under any Act hereafter passed and not expressly enacting to the contrary have and exercise, in respect of all persons and property within its jurisdiction. And it is provided, by the next clause, that the Court of Appeal shall exercise the like jurisdiction as to judgments and orders of the Palatine Court as it exercises with regard to judgments and orders of the High Court of Justice, and that all judgments and orders of the Court of Appeal in causes commenced in the Palatine Court shall be subject to appeal to the House of Lords. From the observations of the LORD CHANCELLOR to the deputation, it seems to have been intended that Lancashire causes in the Chancery Division shall be remitted to the Palatine Court for trial, but no hint of this appears in the Bill.

IT WILL BE SEEN from the interesting account we publish elsewhere of a recent meeting of Cornish solicitors, that the Remuneration Order has had at least one beneficial effect. We have long been familiar with the ancient practice in the West of England and elsewhere of charging the purchaser with a contract fee to the vendor's solicitor, and a fee to the auctioneer, which practice was abandoned by the Gloucestershire solicitors in 1879, and by the Bristol solicitors last November; but we were unaware that in addition to these fees the long-suffering Cornish purchaser, whether by private contract or by auction, was also saddled with the obligation to have his conveyance prepared by the vendor's solicitor at the purchaser's cost. We have long ago arrived at the conclusion, from some experience of divers general forms of conditions of sale adopted by all the solicitors in particular localities, that purchasers are willing to submit to the most onerous stipulations, provided only they have the consolatory reflection that in submitting to them they are incurring a calamity which is common, under the like circumstances, to all their neighbours. But we should have thought that the extreme inconvenience which the Cornish practice of preparation of the conveyance by the vendor's solicitor is likely, in many cases, to occasion to the purchaser's solicitor, would have long ago led to the abandonment of the practice. We are glad to find that, owing to the operation of the Remuneration Order, it has now received its death-blow. Some opposition seems to have been made at the recent meeting to the abolition of the contract fee to the vendor's solicitor, but it is to be hoped that the resolution abolishing this will ultimately be carried. We need hardly remind the Cornish solicitors that when, in 1878, the opinion of the Council of the Incorporated Law Society was requested with regard to the propriety of this custom, they expressed an opinion that it was open to grave objection.

THE DISAGREEMENT of the jury upon the second trial of KELLY for murder raises the question whether it is competent for the Crown to have the case tried a third time, and so on *ad infinitum*. There is, so far as we can discover, no authority on the subject in the reports. The question whether a prisoner can be tried once again after a jury have been discharged for disagreement, after having been frequently decided in the affirmative, was raised once more, so recently as 1866, in *Winsor* v. *The Queen* (L. R. 1 Q. B. 390), in which the Exchequer Chamber, affirming the judgment below, held "that the judge has a discretion to discharge the jury, which a court of error cannot review; that the discharge of the first jury without a verdict is not equivalent to an acquittal; and that a second jury process may issue." In that case; in *R.* v. *Charlesworth* (31 L. J. M. C. 25), and in the Irish case of *Conway and Lynch* v. *The Queen* (7 Ir. L. R. 149), every available authority was considered, and there is no raising of the question whether a third or any further trial can be held. Curiously enough, in the Irish case, the majority of the court was against a second trial, but the judgment of CRAMPTON, J., the dissentient judge, is, and has always been, considered so convincing that second trials have been frequent in Ireland since *Winsor's case* (although English judgments are not technically binding on Irish courts) and there is at least one precedent for a third trial. In 1869 one MONTGOMERY, a sub-inspector of consta-

bulary, after having been twice tried for murder with the result of a discharge of two successive juries for disagreement, was tried a third time, convicted and sentenced. No doubt there is ground for saying that the reasoning for a second trial applies to a third. "It is a grave and lamentable thing," said COCKBURN, C.J., in *Reg.* v. *Charlesworth*, "and a great scandal sometimes, that, from some defect of evidence which ought to have been forthcoming, and which, probably, by a postponement, might easily be supplied, notorious criminals should escape the punishment which ought to await them. . . . It appears to me that when you talk of a man being twice put in jeopardy, you mean put in jeopardy by the verdict of a jury, and that he is not tried and is not put in jeopardy until the verdict comes to pass."

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THE DEMAND made more than a year ago by Mr. WOLSTENHOLME for an organization of the bar "adapted to modern exigencies" has at length resulted in the presentation to the ATTORNEY-GENERAL of a requisition, signed by 285 members of the bar, asking him to call a meeting for the purpose of considering proposals for the formation of a bar committee "to collect and express the opinions of the members of the bar on matters affecting the profession, and to take such action thereon as may be deemed expedient"; and the ATTORNEY-GENERAL has fixed Saturday, May 5, for the meeting. It cannot be denied that the condition of the bar, as regards organization, is anomalous and unsatisfactory. While other professions have representative bodies competent to ascertain and express the views of the members, the bar is governed by four separate, self-elected bodies of benchers, all of whom in one case, and nearly all of whom in the other cases, are members of the inner bar. It is not at all necessary, however, in order to justify the new movement, to throw discredit on the performance of their duties by the benchers. Those duties are strictly marked out by tradition. They administer with shrewdness and care (at least, when unaffected by any church restoration craze) the property of their Inns; they deal fairly with the cases of discipline which are brought before them, and they have bestowed a creditable amount of attention on legal education. But it has seldom or never been recognized in modern times that it is one of their functions to represent the bar, or to express its opinion upon the legal questions of the day. The promoters of the meeting will do well to avoid blaming the benchers for not travelling beyond their traditional duties, and it is worthy of consideration whether in any bar committee which may be formed there should not be at least one representative of each bench. Another point to be borne in mind is that, if the committee is to exercise direct influence on legislation, all members of the bar who have seats in Parliament ought to be *ex officio* members. And, except in the above cases, the qualification for election as a member of the committee ought to be actual practice of the profession.

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IT HAS BEEN STATED that the police magistrate at Highgate has decided that a child of six years old, whose mother objected that he was too young to be sworn, could not make an affirmation, and that consequently a case in which the child—a boy "who had had his ears pulled"—was the principal witness was dismissed unheard. The point whether a child of too tender years to take an oath can affirm under the Evidence Amendment Act, 1869 (32 & 33 Vict. c. 68), s. 4, is a very curious one, and we are not a little surprised to find that there is no decision upon it in the superior courts, as it must have frequently arisen in county and police courts. The words of the statute are, that "every person called to give evidence in any court of justice, . . . who shall object to take an oath, or shall be objected to as incompetent to take an oath, shall, if the presiding judge is satisfied that the taking of an oath would have no binding effect upon his conscience, make the following promise and declaration:—I promise and declare," &c. The statute, as is well known, was passed to render the evidence of atheists admissible. Does it also include the case of a child? Mr. Justice STEPHEN, in a note to article 107 of his "Digest of the Law of Evidence," argues that it does. "The practice," says he, "of insisting on a child's belief in punishment in a future state for lying as a condition of the admissibility of its evidence [see *Reg.* v. *Brasier*, 1 Leach C. C. 199] leads to anecdotes and to scenes little calculated to increase respect either for religion or for the administration of justice. The statute would seem to render this unnecessary. If a person who deliberately and advisedly rejects all belief in God and a future state is a competent witness, *à fortiori*, a child who has received no instruction on the subject must be competent also." In this view we cannot agree. It will have been seen that to render the affirmation admissible, the witness must either object of his own accord or must be objected to by another person. It is clear that the child cannot object to take an oath, for a person can only object to do what he understands the meaning of, and it must be assumed that the child does not understand the meaning of an oath, otherwise he would be bound to take it. Nor (though this is not quite so clear) do we see how a child can be "objected to as incompetent." The statute, we think, sufficiently expresses what is known to have been its intention, that an affirmation may be taken by those who are objected to as incompetent to take an oath as such, on the ground of its inherent meaninglessness to them, whereas a child is in the state of learning what an oath means. At any rate, an objection must be made by an opposite party, and not by the party tendering the witness; so that the Highgate decision may be supported on this ground, inasmuch as the objection came from the child's mother. See the point discussed in "Best on Evidence," 7th ed., p. 158, where the same view is taken, and it is added that "it is greatly to be desired that the Act should be applied in express terms to children appearing to the court to be proper subjects for its application"—in which suggestion we fully agree.

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WHEN THE GRAND COMMITTEE on the Bankruptcy Bill met for their fourth day's sitting on Friday, last week, Mr. CHAMBERLAIN, in pursuance of his promise at the conclusion of the previous Monday's sitting, moved the insertion of words in clause 9 to prevent the question of distress for rent being raised prematurely, which motion was agreed to. Upon the same clause an amendment was moved by Mr. DIXON-HARTLAND having for its object that all pending proceedings against a debtor, on the making of a receiving order, shall be restrained by notice under the seal of the court without the necessity of an application for a restraining order, with a view to saving expense; but, although this formed an important feature in the Government Bill of 1881, the amendment of Mr. DIXON-HARTLAND was opposed by the SOLICITOR-GENERAL and rejected by the Committee, on the undertaking of the SOLICITOR-GENERAL to introduce words to meet the point in the next clause. Upon clause 10, which empowers the court to appoint the official receiver as receiver at any time after the presentation of a petition, and before the making of a receiving order, words were inserted at the instance of the SOLICITOR-GENERAL so as to give such power only "if it is shown to be necessary for the protection of the estate." The following words were also inserted in the same clause at the instance of the SOLICITOR-GENERAL: "The court may, at any time after the presentation of a bankruptcy petition, stay any execution or other legal process against the property or person of a debtor." The result of the insertion of these words and the rejection of Mr. DIXON-HARTLAND'S amendment on clause 9, as it seems to us, will be that where proceedings are pending against a debtor at the date of the institution of bankruptcy proceedings, applications to restrain the creditors from proceeding therewith, with all their present costs and abuses, will be retained. Upon clause 11, which provides for the appointment of a special manager, a very long discussion took place upon two amendments totally opposite in their effect. The clause, as originally submitted, was as follows: "The official receiver of a debtor's estate, or, if he declines, the court, may, on the application of any creditor," &c. Mr. DIXON-HARTLAND moved to omit the words with which the clause begins down to the word "declines," so as to leave the power to appoint a special manager entirely with the court. This amendment was rejected, and one by Mr. M'LAGAN, to omit the words, "or, if he declines, the court," was adopted by the small majority of three. Mr. CHAMBERLAIN then moved to insert words preventing the official receiver from appointing himself manager, which were agreed to, and the committee adjourned at that stage.

On Monday last the consideration of clause 11 was resumed, and, after some discussion, the clause was amended so as to enable the official receiver to intrust a special manager appointed by him with any of the powers of the receiver, and providing for the special manager to give security in such manner as the Board of Trade may direct. On the motion of Mr.

CHAMBERLAIN, sub-clause 4, which provides that the special manager shall be eligible for the office of trustee, was struck out. Clauses 12 and 13 were passed with some slight verbal alterations only; and on clause 14, relating to the debtor's statement of affairs, an amendment moved by Mr. DIXON-HARTLAND, empowering the court to authorize the employment of a professional accountant in the preparation of such statement, if the official receiver should be of opinion that it is absolutely necessary for the debtor to have such assistance, was rejected. An amendment, moved by the same member, authorizing creditors to inspect the statement, and providing that persons untruthfully representing themselves as creditors in order to obtain inspection shall be punishable as for contempt of court, was adopted without opposition. To clause 15, which relates to the public examination of debtors, a number of amendments were proposed. Mr. ARTHUR O'CONNOR moved the insertion of words which would have the effect of dispensing with such public examination in case the creditors agreed to accept a composition, but this amendment was opposed by Mr. CHAMBERLAIN as being contrary to the principle of the Bill, and was negatived. Two amendments, moved by Mr. STANHOPE, with the object of limiting the controlling power of the Board of Trade with reference to the employment of counsel, were also rejected, but an amendment moved by Mr. M'LAGAN, providing that notes of the debtor's examination shall be taken down in writing and signed, and one moved by Mr. CHAMBERLAIN, providing that a trustee may take part in the public examination in case he should be appointed before the conclusion thereof, were adopted. On clause 16, which provides for the acceptance by creditors and approval by the court of a composition or arrangement, an amendment, moved by Mr. GREGORY, enabling creditors to resolve at the first meeting whether the debtor should be adjudged bankrupt, was agreed to, with some slight alteration. The committee adjourned before concluding a discussion upon an amendment to sub-clause 2 of clause 16, moved by Mr. ARTHUR O'CONNOR, which would require a composition or scheme to be accepted at a subsequent meeting by a resolution passed "by a majority in number representing three-fourths in value of all the creditors of the bankrupt," instead of by a special resolution of those present or represented only. The discussion, so far as it proceeded, appears to have been entirely in favour of the amendment, and, as the SOLICITOR-GENERAL accepted the amendment, it will probably be adopted at the next sitting of the Committee.

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OUR CORRESPONDENT, whose letter on section 34 of the Conveyancing Act, 1881, was noticed by us last week, has favoured us with a second letter on the same subject, which will be found in another column. Our correspondent is, of course, the best judge as to the question which his former letter was meant to raise, and we do not for a moment contest his opinion upon this subject. Upon the questions which seem to be asked in his second letter, we beg to offer a few remarks for his consideration, and for the benefit of our readers:—(1) There can be no doubt, we conceive, that if a retiring trustee, having the trust property vested in him, should refuse to convey, all need for his conveyance might be superseded by such a declaration as in the section mentioned. (2) We quite agree that, when the trust property is vested in one or more trustees, it may, with the strictest propriety, be said to be "subject to the trust," although there may also exist some one or more other trustees, who have no legal estate or ownership in the trust property. Whether, if it should descend to the executor of the last sane trustee, leaving an insane trustee who has never acquired any legal estate or ownership surviving, the trust property would still be, in strict propriety of speech, "subject to the trust," seems to be not so clear; and upon this point we, in our turn, will not "venture to pronounce a decided opinion." And the further question, whether, under such circumstances as last mentioned, a declaration would be effectual to vest the property, seems to be sufficiently doubtful to make us prefer, in practice, to adopt, under such circumstances, the sure course of a conveyance from the executor. We do not, however, think that such a question is very likely to arise in practice; because it is the usual practice to combine the conveyance of the trust property with the appointment of a new trustee, except in the case of copyholds and stocks transferable only by register, to which the section does not apply. But all these cases are quite beside that which we understood our correspondent to put in his former letter—where, as he will remember, the legal estate was *in nubibus*, and not vested in any person whatever. Upon this question we do feel able to pronounce something very like a decided opinion. We cannot believe that the intention of the section was to enable appointors of new trustees to make private vesting orders of the kind which we understood our correspondent to suggest.

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A CURIOUS QUESTION has been suggested as to the recent judicial appointments. Under the Judicature Act, 1873, as amended by section 15 of the Appellate Jurisdiction Act, the number of judges of the High Court is fixed at nineteen; but by the Judicature Act, 1877, s. 2, power was given "to appoint a judge of the High Court of Justice in addition to the number of judges authorized to be appointed by the Judicature Act, 1873"; but this additional judge is required, by section 3 of the same Act, "to be attached to the Chancery Division," subject to the power of transfer given by the Judicature Act, 1873; and by the Judicature Act, 1881, the power to appoint an additional judge "may be exercised from time to time, so as at all times to make due provision for the business of the Chancery Division." Mr. Justice NORTH could not be "*appointed* a judge of the High Court" under the Act of 1877, being already a judge of that court, but under section 31 of the Judicature Act, 1873, he might be transferred by Royal Sign Manual to the Chancery Division, and this course has probably been taken; but then there arises the question where is the power to appoint Mr. Justice SMITH as an additional judge to be attached to the *Queen's Bench Division?*

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WE ARE GLAD TO OBSERVE that a resolution is to be moved by the President at the meeting of the Incorporated Law Society on Friday, expressive of regret at the death of the late MASTER of the ROLLS; acknowledging the "great and unceasing interest" shown by him in all matters brought to his notice by the council, and authorizing the council to take part in any movement for recognizing in a public and permanent form the admiration and esteem in which he was held by the profession. Independently of his transcendent merits as a judge in laying down the law, Sir GEORGE JESSEL deserves the gratitude of solicitors, alike for his incessant efforts to make the wheels of legal procedure move more easily, as for the energy with which he set himself to prevent the accumulation of arrears in the hearing of causes. He remarked at a City dinner last year that his predecessor at the Rolls, "who had worked harder than any preceding Master of the Rolls," had, at the end of his term of office, sat for twenty-four weeks in the year; but since the passing of the Judicature Act he (Sir G. JESSEL) had been sitting over thirty-four weeks in the year.

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THE NEWS of the death of Mr. RAYNER, late the Town Clerk of Liverpool, has occasioned to us, and, doubtless, to many of our readers, very sincere regret. He was a man of uncommon shrewdness, energy, and practical ability; and had earned in his difficult and responsible position the highest reputation for legal knowledge and soundness of judgment. From time to time the columns of this journal have been indebted to him for valuable contributions on his special subjects. Among these, perhaps, the most useful were the articles in which he detailed the arrangements for counting ballot papers and votes devised by him, and which, when first adopted in 1874, in the largest constituency in the kingdom, resulted in the votes being counted in less than three hours, while in much smaller constituencies more than double this time was occupied. We believe that much of the increased rapidity in the announcement of the polls at the last general election was due to the adoption of Mr. RAYNER'S suggestions.

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On the 19th inst., in the House of Commons, Mr. Warton asked the Attorney-General whether, in the event of clause 100 of the Criminal Code (Indictable Offences Procedure) Bill becoming law, he would consider the propriety of introducing a Bill to make corresponding changes in the law of evidence in respect of the summary trial of offences. The Attorney-General said that he had received many communications on the subject. If the House thought it right to accept the principle that the evidence of prisoners was to be received, it would be impossible to stop short and not to extend the principle to cases of summary procedure.

## THE EFFECT OF DIVORCE ON BEQUESTS TO HUSBAND OR WIFE.

Two somewhat curious points with regard to the construction of wills have recently been decided in the Chancery Division. The questions that arose strongly illustrate the difficulty that occurs in the application to extraordinary circumstances of words that were intended to apply to ordinary cases. In both cases the complication arose from the fact of there having been a divorce. The first case was *In re Boddington* (31 W. R. 449, L. R. 22 Ch. D. 597). There the testator gave a legacy of £200 to his wife E. C., and in addition thereto an annuity of £300, so long as she should continue his widow and unmarried, or otherwise, in lieu and in substitution of the said annuity, at the option of his said wife, a legacy of £2,000. After the date of the will the marriage was, in a suit in the Divorce Court instituted by the wife, declared void *ab initio* on the ground of the impotence of the testator. The testator died without revoking or altering his will. It was held that E. C. was entitled to the legacy of £200, but that she could not claim the annuity or the legacy in substitution thereof, on the ground that, never having been in law the testator's wife, she never could be, or continue, his widow, and the annuity, therefore, was given for a period which would never come into existence.

There is something very unsatisfactory in these cases where an intention has to be extracted from words used by a man who contemplated far other contingencies than those which have happened, and never dreamed of the actual complication which has arisen. It seems to us arguable that the law ought, in all cases, to make divorce a revocation of the will so far as it concerns the divorced person. But if the will is not revoked it must be presumed that the testator deliberately continued its provisions after the change of circumstances, and, therefore, that his intentions continued the same as before so far as they are capable of being given effect to under the altered circumstances. The result, so far as the bequest of the legacy of £200 is concerned, is that the words "my wife" have become mere *falsa demonstratio*. The bequest is to be treated as one to a particular person, not to a person answering a particular description at the time. Nothing has happened to prevent the carrying out of the testator's intention in this case. The principle upon which the decision goes with regard to the annuity seems to be that the state of circumstances which the testator contemplated and expressed as that under which the annuity should arise have never come into effect. This result seems to be not unreasonable under the circumstances that arose in the case we are discussing, but we could imagine cases in which the same principle might be applied, but its application would be very unjust, and would defeat the intention of the testator. Suppose a will in similar terms in the case of a marriage void in law, but which *de facto* existed till the death of the testator. Marriages with a deceased wife's sister are not uncommon, although, of course, illegal. Different views are taken as to the morality of such marriages, but anyone must be a fanatic indeed to think it just or desirable that in such a case a provision made for the *de facto* wife, similar to that made by the testator in the case above mentioned, should fail, because, never having been legally the testator's wife, she could not be, in law, his widow. There may, too, be cases of marriages which are void, although there has been no conscious illegality on the part of those contracting them, as where a previous husband or wife is supposed to be dead, but is not so in reality. We cannot help thinking that the application of the principle that no limitation expressed to be "*durante viduitate*" can be applied where there has not been a legal marriage as a rigid technical rule in all such cases would be unsatisfactory. It seems to us that such cases are distinguishable. In the case decided there never was, so to speak, a *de jure* or *de facto* widowhood. The marriage was dissolved in the lifetime of both parties. The interval between the divorce and the death of the testator might be very great. It would be absurd in any sense to speak of E. C. as the testator's widow. It hardly seems necessary, therefore, to base the decision on the technical ground that, not having been a wife *de jure*, she never could be his widow. The truth is, that the contingency contemplated by the testator never occurred. But it does not seem to follow from this that the bequest must be void where a state of circumstances occur which is exactly what the testator did contemplate, though he may have described it wrongly as amounting to a legal *status* which it did not amount to, and where there is nothing to show that the existence of such legal *status* had anything to do with the testator's intention.

The other case to which we alluded is *Bullmore* v. *Wynter* (31 W. R. 396, L. R. 22 Ch. D. 619). There the testator devised property upon trust for his daughter for life, and after her death in trust for any husband with whom she might intermarry, if he should survive her, for his life. The daughter married, but was divorced from her husband on his petition, and he married again and survived her. It was held that he was entitled to the property for his life. Here, again, is a contingency which a testator is not likely to have contemplated. Fry, J., in giving judgment, himself suggested a great difficulty that might arise. Suppose the daughter had married again after the divorce and the second husband survived her, which of the two would be entitled, the first or the second? The learned judge saw his way to disregarding this difficulty, but we own that it appears to us very formidable. We cannot help thinking that the object the testator must have really contemplated by the words "after her death for any husband if he should survive her," is a man who survived her, having been her husband at the time of her death. There are difficulties both ways. The husband in this case was the aggrieved party, but the same construction apparently would apply if the husband had been the erring party. It seems to follow from the decision that in the case put by Fry, J., the first husband must succeed. It seems very strong to say that a husband divorced for adultery and cruelty would have a life interest in property to the exclusion of a second husband with whom the wife was living in happiness at the day of her death. On the other hand, when the husband is blameless, it may be contended that hardship might arise from a decision contrary to that pronounced. A man may say, "I married in expectation of the life interest created by the will, and that it would be available in the event of there being children of the marriage for the sustentation of the family. I have done nothing to forfeit any reasonable expectation to that effect." It is true there generally would, in such cases, be a limitation in favour of the woman's children, but the second husband's life interest would be interposed.

## THE PROPOSED LEGISLATION ON DESIGNS AND TRADE-MARKS.

### I.

The subject of copyright in registered designs does not appear to excite so much interest as that of patents for inventions, if we are to judge from the fact that the Government Patents Bill alone refers to this subject (except only that the Society of Arts' Patents Bill contains a provision intrusting the control of the registration of designs to the Commissioners of Patents the society proposes to appoint), and it is hardly to be wondered at that this should be so, seeing how limited in their scope and importance are registered designs when compared with patented inventions; yet how real a gain would be effected by the proposed codification of the law on this subject is at once perceived when it is stated that the existing law has to be collected from no less than six different statutes, dated between 1842 and 1875, and containing sixty-six sections in all, and that, too, without counting the Acts relating to industrial and international exhibitions, whereas the provisions of the present Bill specially relating to this subject are contained in fourteen clauses, occupying only four pages of the Bill, though, of course, a few of the general provisions of the Bill also bear upon the matter.

The Designs Registry is to be placed, as might be expected, under the proposed comptroller-general, subject to the superintendence of the Board of Trade (clause 75), and the objections which have already been expressed to this course being adopted with respect to patents receive additional support in this case from the fact that to take away this office from the Commissioners of Patents and hand it over to the Board of Trade would be a direct reversal of the policy of Parliament in 1875, as contained in the Designs Act of that year. Why the Board of Trade should be supposed to have any special aptitude for dealing with these matters is a complete mystery.

The part of the Bill which specially relates to designs begins with clause 44, providing for the registration of any new or original design not previously published in the United Kingdom, on appli-

cation by or on behalf of the proprietor. It does not appear to have been considered necessary to repeat the provisions of the Designs Act of 1861; extending protection to registered designs whether applied to the manufactured articles in or out of the United Kingdom, and including foreign subjects within the operation of the Act, and, in the absence of words to the contrary, it certainly appears that the application of the provisions of the Bill would not be limited. The Bill also does not propose to re-enact the explanation of the word "proprietor" contained in section 5 of the Act of 1842. This explanation is rendered unnecessary by the fact that the applicant is made to claim to be the proprietor of the design by the form in the schedule to the Act, which must be used, and also that by clause 51 assignments and transmissions are to be entered in the register. But there is an important change introduced by this clause 44, which is, that no distinction is made between ornamental and useful designs, as has been the case since 1843. The Act of 1842, with which the list of existing Designs Acts opens, relates exclusively to ornamental designs, but the Act of the following year made the registration system applicable to useful designs, so far as such designs should be for the "shape or configuration" of the article. As stated in the memorandum prefixed to the Bill, "it is often difficult to determine to which class a design belongs, while a so-called useful design might frequently be the subject of a patent were it not for the cost." The enormous difference between the fees payable on a grant of letters patent and those payable on registration of a design is quite sufficient to account for patentable inventions being sometimes registered as designs, but this does not constitute any reason why an inventor should be given alternative modes of protection. What it does show, if it shows anything of which use can be made, is that the cost of patents should be reduced. This it is now proposed to do, and since the term of protection secured by the first fee on a patent and that proposed to be secured by the registration of a design are to be identical, there is no reason why patentable designs should be admitted to registration at all. The suggestion in the memorandum that useful designs embracing a mechanical action could be treated as subject-matter for a patent is good as far as it goes, but it hardly goes far enough. What may be protected by a patent ought not to be allowed to be protected as a design, just as in the United States registration as labels is frequently refused to devices which are capable of being treated as trade-marks.

The same 44th clause lays down certain principles as to making applications for registration of designs, leaving the details to be supplemented by rules. The registrar is allowed to refuse registration, subject to an appeal to the Board of Trade. The provisions of clause 92 are made to apply to designs, so that a person who has obtained protection for a design in a foreign State, with which the Government has made arrangements for mutual protection of designs, will be entitled to registration of his design in priority to other applicants, if his application in this country is made within four months of his obtaining protection abroad. A concession is made to inventors (clause 45) by their not being required to deposit actual specimens of the design on application, but being allowed to furnish drawings, &c., sufficient to enable the comptroller to identify the design. Certificates of registration are (clause 46) to be granted to registered proprietors, and provision is also made by the same clause for granting copies of such certificates.

Several of the provisions contained in the fifth or general part of the Bill, especially with respect to the registers to be kept, will operate with regard to the register of designs. Thus, under clause 79, a person who becomes entitled to a registered design by assignment, transmission, or other operation of law, will be entitled to have his name entered on the register; the powers of the court, under clause 82, to rectify a register by inserting entries wrongly omitted, or expunging or varying entries wrongfully made, will also apply; so will the authority given to the comptroller to correct clerical errors in applications for registration or in the entry; so will the penalties for making false entries in a register (clause 84); so will the authority given by clause 87 to send applications by a prepaid letter through the post. It does not appear to be thought necessary to re-enact the penalties imposed by section 19 of the Act of 1842 upon a registrar demanding or receiving gratuities.

Another alteration of some consequence is the entire omission of any provision for provisional registration and protection, which forms the main subject of the Act of 1850, by which designs were assimilated to patents in this respect, that they were allowed a probationary period before full protection must be claimed. The difference between a *bonâ fide* design and a patentable invention seems to be so wide that the reasons for giving provisional protection in the case of a patent do not apply to the case of a design. An invention may often require working out in details, or searches to be made for anticipations or what not, and yet it may become absolutely necessary for protection to be obtained, in consequence of the proceedings of others; as to designs, there can hardly be anything at all to protect until the design is complete, and there appears to be no substantial objection to abolishing provisional registration as suggested by the Bill.

The term for which a registered design is protected is, of course, a very important part of the law on the subject, and in this respect it is proposed, by clause 47, to make an entire change in the law on the subject of designs. At present, all sorts of different periods of protection are given to ornamental designs which have been admitted to registration. The scale is substantially that laid down by the Act of 1842, though in some respects it has been modified by subsequent legislation. The duration of the protection allowed varies from nine calendar months—in the case of designs included in classes 7 and 9 of the thirteen classes into which designs are divided according to the nature of the articles to which they are to be applied, the designs included in classes 7 and 9 being such as are intended to be produced on shawls, or on yarn, thread, or warp—to five years in the case of designs included in the first class—*i.e.*, designs intended to be applied to articles composed wholly or chiefly of metals or mixed metals. Between these periods there are other periods fixed of twelve calendar months and three years respectively, the bulk of the designs being included in the three-year period. For all useful designs, the period is, by the Act of 1843, three years, so that this period is the rule, the shorter or longer ones the exceptions. Then the period granted in the case of ornamental designs may, by section 9 of the Act of 1850, be extended for a further period of three years, but this does not apply to useful designs. All this complicated system is now to be abolished, and one uniform period of protection of four years is to be established for all designs of whatever description registered under the Bill. The principal opposition to the proposal seems likely to proceed from the persons engaged in the trades in which, at present, only a nine months' protection is allowed, and who will, therefore, be prevented from using registered designs for more than five times as long as at present. However, whether such opposition is or is not offered, the proposal seems to be a sound one. It would be a curious thing if, in the law of patents, a distinction were made between inventions in different classes of cases, and a patent were granted for fourteen years, say, in the case of a mechanical invention, but only for five in the case of a chemical discovery. What is a more serious objection to the clause is that it contains no power to extend the term, and the idea seems to have been by fixing four years as the universal period to strike a sort of average between the various former periods as unextended, and the same periods with the possibility of extension for three years actually realized. Of course, a bird in the hand is sometimes worth two in the bush, but there may be some cases in which three years certain, with a possibility of extension for three more, would be preferred to four years certain, without extension. It may be that in this respect it would be advisable to make some alteration in the Bill by providing for extension.

The provisions of clause 45, permitting registration to be granted on deposit of inexact, though, in the opinion of the comptroller, sufficient, drawings of the design, is supplemented by the latter part of clause 47, by which the protection conferred by registration is to be taken away in case exact representations or specimens of the design are not furnished to the comptroller before delivery or sale of any article to which the registered design has been applied. The principal observation which occurs with respect to this provision is, that it must necessarily prove very difficult to ascertain whether articles bearing the design have or have not been sold before the deposit of exact representations. But this is rather a matter for the Patent Office authorities, and, if they consider that the proposal is practicable, it is unnecessary for anyone else to object.

Another condition which must be complied with if the protection conferred by registration is to continue is contained in the 48th clause, which is in substance a repetition of the provisions of section

4 of the Act of 1842, section 3 of the Act of 1843, section 3 of the Act of 1850, and section 4 of the Act of 1858. The object of all these enactments was to insure that no one should be led unwittingly to invade a copyright by reason of the copyrighted design being used by its proprietor without anything to show that it was protected. In order to avoid this possibility the Act of 1842 required the proprietor of an ornamental design to use with the design the letters "Rd.," with a number and letter referring to the entry of the design in the register. The Act of 1843 required the full word "Registered," with the date of registration, to be used on useful designs. The Act of 1850 required the words "Provisionally registered" and the date of registration to be used on public exhibition of designs of either class which were provisionally registered; and the Act of 1858 provided for the use of the full word "Registered" on goods in the 10th class (*i.e.*, woven fabrics, with some exceptions), with the years for which the protection was to last. Now all these enactments will be repealed, and instead of them it is proposed to enact that copyright is to cease unless each article to which the design is applied is marked with "the prescribed mark," so that the principle is maintained as before, while the exact mark which is to be used is reserved for the rules to be made by the patent authorities. It would, perhaps, be more satisfactory if the numerous precedents were followed and the mark were to be specified in the Act. However, this is not of much consequence, if the principle of requiring some mark of registration to be employed is laid down by the Act, as it should be.

Inspection of registered designs in which the copyright is still running is restricted, as in the Acts of 1842 and 1843, by clause 49, to the proprietor and other authorized persons, in the presence of an official, and the person inspecting is still prohibited from taking a copy of the design, while in the case of designs in which the copyright has ceased these restrictions are removed. The difficulty in the way of allowing the proprietor to take a copy of his own design is probably the difficulty of absolutely identifying the person representing himself to be the proprietor, but the production of his certificate of registration should entitle him to take a copy if he pleases.

As at present, under the Act of 1842, the comptroller is to give a certificate (clause 50) to anyone identifying a particular design, and requiring a certificate whether the design is or is not protected, and, if so, in respect of what article, and from what date, and what are the name and address of the proprietor. This provision is, no doubt, of use, as enabling a person desiring to use a design which is represented to be registered to ascertain whether that representation is, in fact, correct; but much of its usefulness will be gone unless the penalties imposed by the existing Acts on a wrongful pretence of registration, and which it does not appear to be intended to re-enact, are repeated in the new Act. More will be said about this below.

The register of designs to be established under the Act when passed, and of which, by clause 102, the existing register is to be deemed to form part, is provided for by clause 51. The next clause, which refers to fees, does not propose to specify the fees which are to be chargeable, as in the case of patents, but to follow the course hitherto followed, and still proposed to be followed, with respect to trade-marks—viz., of leaving the fees to be prescribed by the authority having jurisdiction, with the sanction of the Treasury. The smallness of the fees, as compared with those chargeable in respect of patents, and the desirability of keeping them open to modifications when advisable, form a sufficient justification for the difference. The claims of Manchester in respect of the cotton trade are recognized by clause 54, which provides for the establishment in that city of an office for the deposit of representations of designs registered for cotton prints. This follows the practice already adopted with respect to trade-marks, which, when relating to cotton goods, are now deposited at Manchester, though under no statutory provision, but under the rules framed by the Lord Chancellor; and, singularly enough, it does not appear to be intended to make any reference in the Act now to be passed for regulating the Manchester office in its relation to trade-marks, though that is to be done as to designs.

The 53rd clause is intended to take the place of the repealed Industrial and International Exhibitions Acts, 1865 and 1870, with respect to designs, in the same way as clause 36 does with respect to patents, affording the proprietor of a new, unregistered design an opportunity of exhibiting such design at an industrial or international exhibition, without his claim to registration being lost, but this is made subject to notice being first given to the comptroller, and also to the application for registration being made within six months after the opening of the exhibition. These conditions are not to be found in the Acts now to be repealed, but the Act of 1865 does contemplate that the industrial exhibitions to which it relates shall be open only for a period of six months. This clause will also replace section 3 of the Designs Act, 1850, under which a provisionally protected design is not deprived of its registration by being exhibited in a place of public exhibition, or in any other place, public or private, to which people are admitted to see but not to buy. And here it may be noticed that the requirement of a certificate from the Board of Trade as to the character of the place where the design is to be exhibited, which is required by the Acts of 1850 and 1865, but which is not necessary under the Act of 1870, when the International Exhibition is held under the direction of the Commissioners of 1851, is now made a *sine quâ non* by clause 53, and also that the publication, without the privity or consent of the proprietor of the design, during such an exhibition is not to defeat the proprietor's claim.

Clauses 55 and 56 relate to legal proceedings, and re-enact generally, but in much more concise and satisfactory language, the provisions of sections 7, 8, and 9 of the Act of 1842 as to recovering penalties for the unlicensed user of a registered design for ornamental purposes, which were made applicable by section 6 of the Act of 1843 to useful designs registered under that Act, and by the Act of 1850 to all designs provisionally registered (section 2), and to registered works of sculpture, models, &c. (section 7). The provisions of these clauses are, shortly, to prohibit the application to goods of any registered design, or an obvious (why not have said "colourable"?) imitation of it without licence, to prohibit the publishing or exposing for sale of any goods bearing such forged design after written notice from the proprietor, to provide a penalty of not exceeding £30 for such offences, and to reserve the right of a proprietor, notwithstanding the provisions as to a penalty, to bring an action for the recovery of damages by such forgery or exposure or sale. The same limit of £30 as before is thus maintained, but there is no longer any mention made of £5 as the lowest penalty to be imposed.

## THE REMUNERATION ORDER AND CORNISH CONVEYANCING CUSTOMS.

**Few of our readers outside the county of Cornwall are probably aware of a curious conveyancing custom which has hitherto existed there, by which a conveyance is prepared by the vendor's solicitors at the expense of the purchaser. Such has, however, been the universal custom in that county in sales of property by private contract; and in sales by public auction a condition has always been inserted making such a custom obligatory on the purchaser. We believe that some years ago, in Devonshire and other parts of the West of England, a similar condition was inserted at auction sales, but it has for many years been abandoned. Nowhere, so far as we are aware, except in Cornwall, has the custom extended to sales by private contract.**

**A feeling has for a long time existed among some of the leading firms of solicitors in the county that the custom was, to say the least of it, inconvenient, and that it was exceedingly doubtful whether the court would uphold such a custom if it were resisted by a purchaser, and an attempt was made several years ago to abolish it, but without success.**

**The Solicitors' Remuneration Act, 1881, and the Order made thereunder, introduced such important alterations in the law relating to solicitors' charges in conveyancing that it was deemed desirable to convene a meeting of the solicitors of Cornwall to consider the Act and Order, and especially its effect upon this custom, and upon the custom which has also hitherto been usual in Cornwall of stipulating, on sales of property by auction, that the purchaser shall pay a fee to the vendor's solicitor for the contract, and a commission to the auctioneers, both of which were generally calculated at a percentage rate upon the purchase-money.**

**A circular was accordingly issued by Messrs. Coode, Shilson, & Co., of St. Austell, addressed to the members of the profession practising in the county, asking them if they approved of such a meeting, and would be willing to attend it. In every instance the replies were in favour of the proposed meeting, and it was accordingly held at the Town Hall, St. Austell, on Monday, April 9. The clerk of the peace for the county of Cornwall (Mr. H. S. Stokes) took the chair, and there were also present Messrs. Archer, Banfield, Bishop, Blight, Bodilly, Borlase, Edmund Carlyon, Hearle Cock, John Coode, William Coode, Chilcott, Cartwright,**

Cowlard, jun., Caunter, A. K. Carlyon, Childs, G. B. Collins, T. Collins, Dobell, Edyvean, Floyd, Fox, T. Gill, of London, Geach, Higman, Hill, Hellard, of Devonport, Marrack, Nankivell, Paige, Pease, Pearse, R. N. Rogers, Rowe, Shilson, White, jun., Whitefield, and Whitford.

Letters were read from the following gentlemen expressing their approval of the objects of the meeting and their regret at their inability to attend:—Messrs. C. H. Benett, of Devonport, E. Bullmore, J. B. Collins, Daniell, J. H. Ferris, G. A. Jenkins, J. G. Plomer, Rooker Matthews and Harrison, of Plymouth, W. J. Terrill, J. W. Tyacke, Cornish, Powell, Genn and Nalder, and Henry Rogers.

After an introductory speech by the chairman, and after Mr. Shilson had, at his request, stated why the meeting was called together, and had read the letters received in answer to inquiries by his firm from solicitors practising in different parts of the county as to the practice prevailing there, it was proposed and seconded, and after some discussion unanimously carried,

"That this meeting, whilst considering that there should be some modification of rule 11 of the Order made under this Act, regards the scale of remuneration fixed by that Order as generally satisfactory, and invites the members of the profession throughout the county to adopt such scale wherever its adoption may be practicable."

Resolution 2, which ran as follows, was also unanimously carried:—

"That the Cornish custom under which a conveyance is prepared by the vendor's solicitor at the expense of the purchaser, and the practice of inserting in conditions of sale a clause making such custom obligatory on a purchaser are objectionable, and under the provisions of the Solicitors' Remuneration Act and the Order thereunder have become untenable. That the members of the profession in the county be invited to enter into a mutual engagement to discontinue such custom and practice themselves, and to resist them whenever they may be adopted by others."

After some discussion as to the mode of employment and terms of remuneration of auctioneers, the following resolutions were proposed:—

"(3) That having regard to rule 11 of the Order, and to enable solicitors to take advantage of the scale for conducting a sale by auction and of the negotiation fee, this meeting is of opinion that in sales of property (except small sales under £500) auctioneers and agents should be paid by the solicitor to the vendor and not by the client, and that with a view to an uniformity of practice in this respect, a scale of fees for the remuneration of auctioneers be drawn up and recommended to the profession in the county for general adoption."

"(4) That the practice of requiring a purchaser upon a sale of property to pay a contract fee to the vendor's solicitor is objectionable and opposed to the practice generally prevailing in other parts of the country and should be discontinued. That the members of the profession in the county be invited individually to signify their assent to this resolution."

"(5) That the practice of requiring a purchaser upon a sale by auction to pay a fee to the auctioneer is without sufficient reason to justify its retention, and being contrary to the practice generally prevailing in other counties it should be discontinued. That the members of the profession in the county be invited individually to signify their assent to this resolution."

An amendment to resolution No. 4 was proposed and seconded, "That the present system of charging a contract fee to the purchaser by the vendor's solicitor be continued," but, in the end, the consideration of resolutions Nos. 3, 4, and 5 was adjourned.

The following resolutions were also unanimously carried:—

"(6) That it is desirable to form a law society for the county of Cornwall."

"(7) That two gentlemen from Truro and one from each of the other towns mentioned below be solicited to form a committee to take such steps as they may think fit for carrying into effect the foregoing resolutions:—Bodmin, St. Columb, Falmouth, Helston, Launceston, Liskeard, Penryn, Penzance, Redruth, Stratton, and St. Austell."

Votes of thanks to the chairman for presiding, and to Messrs. Coode, Shilson, & Co., for having summoned the meeting, terminated the proceedings.

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On the 20th inst., in the House of Commons, Mr. H. Fowler asked the Attorney-General whether he was aware of the large number of causes waiting for trial in the Chancery Division of the High Court and in the Court of Appeal; and whether the Government proposed to take any steps to remedy the delay and increased cost occasioned to the suitors by the present administration of the Judicature Act. The Attorney-General said that the number of cases waiting for hearing in the Chancery Division of all descriptions, including adjourned summonses, was 848; in the Court of Appeal 270. The House was aware that a committee of judges was engaged in framing rules to prevent the delay which now existed. The Government could not, of course, in any manner deal with questions over which the judges had jurisdiction.

# REVIEWS.

## INTERROGATORIES AND DISCOVERY.

THE LAW RELATING TO INTERROGATORIES, PRODUCTION, INSPECTION OF DOCUMENTS AND DISCOVERY. By WALTER S. SICHEL and WILLIAM CHANCE, Barristers-at-Law. London: Stevens & Sons.

"Since the Judicature Acts the subject" of this book, we are told in the preface, "never comprehensively treated, has remained untouched." We doubt whether this statement is quite correct, inasmuch as a second edition of Mr. Hare's well-known work was, if we mistake not, published so recently as 1877; but many cases of great importance, such as *Eade* v. *Jacobs* (26 W. R. 159, L. R. 3 Ex. D. 335), and *Southwark and Vauxhall Waterworks Company* v. *Quick* (26 W. R. 328, L. R. 3 Q. B. D. 315), have been reported since that date, and it will be of much use to practitioners to be able to find, as we do in the book before us, an intelligent account of the whole set of decisions.

The book (after a concise introductory sketch) is divided into chapters headed "Time," "Parties," "Subject Matter," "Practice," "Appeals and Costs," "Action for Discovery," and "Inspection of Public Documents." An appendix follows of numerous forms (including "Statutory forms in the county courts"), Acts, Rules, and Orders, and a sufficient index concludes the work. We find many traces of care and thought, and in particular we observe that the important case of *Lyell* v. *Kennedy* —decided so recently as March 20—is critically treated in a separate note, and not merely inserted as an *addendum*. We rather miss some clear statement of the exact effect of the Rules of the Supreme Court upon the law of discovery, and we think we have a little too much of the old practice, but, on the whole, the work is a very creditable one.

## AUCTIONS.

A PRACTICAL TREATISE ON THE LAW OF AUCTIONS; WITH FORMS, RULES FOR VALUING PROPERTY, USEFUL TABLES, AND DIRECTIONS TO AUCTIONEERS. By JOSEPH BATEMAN, Barrister-at-Law. SIXTH EDITION. By OLIVER SMITH and PATRICK F. EVANS, Barristers-at-Law. W. Maxwell & Son.

The present editors, who have succeeded Mr. Rolla Rouse, state in their preface that they have almost entirely re-cast and re-written the book. It has certainly been greatly improved in their hands. We can testify to the conscientious care with which the cases have been collected, for we have tested the book on many points and have not found any serious omissions. The effect of the cases is stated with accuracy, although occasionally a fuller reference to the facts might have been desirable. For instance, in the statement at p. 55, of *Tamplin* v. *James* (L. R. 15 Ch. D. 215), it would have been desirable to point out that Baggallay, L.J. (who tried the case for Malins, V.C.), came to the conclusion, after examining the facts as to what took place at the sale, that nothing had been said or done by the vendor's agents which would lead the purchaser to misconstrue the particulars (L. R. 15 Ch. D., at p. 219) or to divert his attention from the plan. We think that as now edited the book will be found a very useful manual of the subject.

# CORRESPONDENCE.

## THE CONVEYANCING ACT, 1881.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Will you allow me to point out that your remarks upon my letter of last week do not go to the root of my criticism on section 34? It may be that, in the case which I put, the want of a proper conveyance to the retiring trustee would of itself have prevented an effectual vesting declaration being made; but, supposing that the conveyance had been made, but the retiring trustee refused to concur, would a declaration have been effectual?

The question which you discuss is undoubtedly of great importance, and I do not venture to pronounce a decided opinion upon it. For the present, it seems to me that the *onus* of proof lies on those who assert that the "intention" of the section is not expressed in its terms. You point to the words "subject to the trust." But suppose A., one of two trustees, to retire, and B., who is appointed in his place, to become insane before any conveyance of the trust property is made to him and the continuing trustee, is not the property still "subject to the trust" in A.'s hands, and, for the matter of that, in the hands of A.'s executor taking with notice of the trust? And, if so, may not the person appointing a new trustee to succeed B. vest the property in the new and old trustee by a declaration under section 34? And yet here are two or three missing links to be "forged at one blow." G. C.

Lincoln's-inn, April 24.

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To CORRESPONDENTS.—T. S., jun.—Many thanks for suggestion.

# CASES OF THE WEEK.

COMPOSITION—REGISTRATION OF RESOLUTIONS—BONA FIDES—ONUS OF PROOF—BANKRUPTCY ACT, 1869, s. 126—BANKRUPTCY RULES, 1870, r. 295.—In a case of *Ex parte Stubley*, before the Court of Appeal on the 19th inst., a question arose as to the registration of composition resolutions. Stubley, a licensed victualler, filed a liquidation petition in the Leeds County Court on the 25th of November, 1882. His statement of affairs, produced at the first meeting of his creditors on the 29th of January, 1883, showed that his unsecured debts amounted to £2,053 14s. 7d., of which £33 11s. 1d. were preferential claims which would have to be paid in full. He had also some secured debts, and the value of the securities was estimated as just equal to the amount of those debts. He estimated his assets, including his stock-in-trade and his furniture at his public-house and in his private residence, as worth £189 13s., which, after deducting the preferential debts, left £156 1s. 11d. for the general creditors. The creditors at their first meeting resolved, by the proper statutory majority, to accept a composition of 1s. 3d. in the pound, which was to be paid in cash within twenty-one days after the registration of the resolutions, and to be secured to the satisfaction of an accountant, who was appointed trustee in the matter. These resolutions were duly confirmed at the second meeting on the 8th of February. Only one creditor, who claimed a debt of about £400, dissented from the resolutions and opposed their registration. The registrar decided to register them, and his decision was affirmed by the judge of the county court. The Chief Judge was of opinion that the resolutions were passed merely to whitewash the debtor, and he discharged the order for registration. There was evidence that the debtor had purchased the public-house in February, 1882, and that he then paid for it, including the goodwill, stock-in-trade, and furniture, about £500, and it was urged that he had not accounted for the difference between the value of his assets when he filed his petition and the price he had given for the property in February. BAGGALLAY, L.J., thought that the principles applicable to cases of this kind had been very clearly ascertained, and the only question now was as to the application of those principles. The duty of the registrar when he was asked to register resolutions was purely ministerial; he had only to see whether the provisions of the Act had been complied with; if they had, he was bound to register. His lordship could not see anything to impeach the debtor's statement of his debts, but it was alleged that the assets were undervalued. But one could well understand that the stock-in-trade might be reduced by an impecunious man and might not be replaced. He could not help thinking that the assets might possibly realize more in a liquidation by arrangement or a bankruptcy. But at what cost would that result be obtained? There would be all the loss which would follow from proceedings in bankruptcy. He could not think that the discharge of the order for registration of the composition resolutions would give the creditors any equivalent for the loss and delay of liquidation or bankruptcy. He thought the order of the registrar was right, and that the order of the Chief Judge must be discharged. But no costs ought to be given on either side. LINDLEY, L.J., agreed. He believed the assets were worth more than the debtor's estimate, but he did not think the creditors would gain anything by a liquidation or a bankruptcy. He did not see that the evidence proved that the resolutions must have been passed in the interest of the debtor and not of the creditors. FRY, L.J., said that if he were called on judicially to approve such a composition he should certainly hesitate, for he found facts bearing on both sides of the case. He had great suspicions as to the value of the assets, and he found that relations existed between the debtor and some of the creditors which raised suspicions whether they might not have been acting from friendship and favour to the debtor. On the other hand, he found that the security of a solvent man was given for the payment of a composition which, according to the value of the assets as stated, was probably much more than the creditors would obtain in a bankruptcy, and he could not forget the familiar proverb that a bird in the hand is worth two in the bush. It was very possible that the majority, acting *bonâ fide* in the interest of themselves and other creditors, might prefer the security of a solvent man for the 1s. 3d. to be paid in three weeks to the chance of getting more in a bankruptcy after considerable delay. There were circumstances of suspicion which, if his lordship were asked judicially to approve the resolutions, would make him pause before he did so. But he thought that the burden of proof was on those who asserted that the resolutions had not been passed *bonâ fide*. In the first place, there was the general presumption of good faith, which, he supposed, applied to creditors voting on a proposed composition equally with other persons who were acting in a *quasi*-judicial capacity. In the next place, the Bankruptcy Act gave the majority of the creditors, on complying with its provisions, an absolute right to bind the minority to accept a composition. In the last place, it must be borne in mind that, if the court should set aside the resolutions, it would deprive the creditors who desired to have a security of that security which they wished to have. Before, therefore, the court set aside such resolutions, it must be satisfied affirmatively that they could not have been passed *bonâ fide*. His lordship thought that this view was in accordance with what was said by Lord Selborne, C., and Brett and Cotton, L.JJ., in *Ex parte Williams* (L. R. 18 Ch. D. 495). In that case Lord Selborne said, "The principle enunciated by the late Lord Justice James in *Ex parte Terrell* (25 W. R. 153, L. R. 4 Ch. D. 296), a principle which he stated as his interpretation of decisions which he considered binding on the court, was this, 'that the resolutions must be passed *bonâ fide* in the interest of the creditors, and must not be mere sham resolutions.'" Lord Selborne, after referring to the facts of the case then before him, added, "Sitting as a judge of fact, I am clearly of opinion that these resolutions could not have been passed in the interest of the creditors, but must have been passed with the view of favouring the debtor. They cannot, therefore, bind the dissentient minority, and the registrar was right in refusing to register them." And Brett, L.J., said, "The undisputed facts of the case appear to me to justify the registrar in his conclusion that the resolutions were passed 'solely in the interest of the debtor,' and not for the benefit of creditors, and, that being so, the authorities which have been cited show that, when the registrar is satisfied that such is the case, he is justified in refusing, and is bound to refuse to register the resolutions." And Cotton, L.J., added, "The Act gives the majority of the creditors very large powers to bind the minority, and, in my opinion, they ought to be strictly watched in the exercise of those powers. Even in the absence of fraud, and even if there is no opposition to the registration, if it appears that what the majority have done has been done, not in the interest of the creditors, but in order to show favour to the debtor, in my opinion the registrar is bound to refuse to register the resolutions." All those learned judges, therefore, placed the burden of proof affirmatively on those who said that the resolutions ought not to be registered. That burden had not been discharged in the present case.—SOLICITORS, *Church, Prior, Bigg, & Adams; Hamlin, Grammer, & Hamlin.*

BANKRUPTCY PETITION — ADJOURNMENT OF HEARING — JUDGMENT DEBT —PENDING APPEAL FROM JUDGMENT—BANKRUPTCY ACT, 1869, ss. 8, 9.—In a case of *Ex parte Phippen*, before the Court of Appeal on the 12th inst., the question arose whether the hearing of a bankruptcy petition ought to be adjourned and the making of an adjudication suspended because an appeal to the House of Lords was pending from a judgment of the Court of Appeal for the debt on which that petition was founded. In October, 1879, the petitioning creditor brought an action against the debtor, and the debtor delivered a counter-claim. The result of the judgment at the trial was that a balance of £3,151 was found to be due from the plaintiff to the defendant. The plaintiff appealed, and his appeal was allowed, the result of the judgment of the Court of Appeal being that £1,711 was due from the defendant to the plaintiff. Final judgment for this sum was entered on the 3rd of April, 1882. On the 11th of May, 1882, the defendant presented an appeal to the House of Lords. In July, 1882, the plaintiff issued a debtor's summons against the defendant for the judgment debt. The defendant applied to the court to dismiss the summons, and the registrar made an order staying the proceedings on the summons, without security, pending the hearing of the appeal. The plaintiff appealed, and on the 23rd of November, 1882, the Court of Appeal (Jessel, M.R., and Cotton and Bowen, L.JJ.) ordered that the proceedings should be stayed only on the terms of the defendant giving security for the debt. The defendant did not give the security, and he committed an act of bankruptcy by not complying with the summons. The plaintiff presented a bankruptcy petition against him, founded on the judgment debt and on the act of bankruptcy committed by non-compliance with the debtor's summons. The registrar declined to adjourn the hearing of the petition, and made an adjudication against the defendant, and this decision was affirmed by the Court of Appeal (BAGGALLAY, COTTON, and FRY, L.JJ.). BAGGALLAY, L.J., thought that, to relieve the debtor from the adjudication without security for the debt would practically be to act in opposition to the decision of the Court of Appeal requiring security to be given as a condition of staying the proceedings on the debtor's summons. But for that he should have thought the circumstances were such as to justify a stay of the proceedings on the petition till the appeal to the House of Lords had been heard. He entirely agreed with the decision in *Ex parte Yeatman* (29 W. R. 457, L. R. 16 Ch. D. 283), that a bankruptcy petition was properly adjourned because an appeal was pending from the judgment which established the debt on which it was founded; but in the present case there was the additional circumstance that the Court of Appeal thought that the proceedings on the debtor's summons ought not to be stayed without security. COTTON, L.J., adhered entirely to what he said in *Ex parte Yeatman*, that, "if the registrar" (on the hearing of a petition for adjudication founded on a judgment debt) "is satisfied that a real appeal from the judgment is pending, he ought to adjourn the hearing of the petition until after the appeal shall have been disposed of." But that only meant that, as a general rule, the proceedings on a bankruptcy petition should be stayed when a *bonâ fide* appeal was pending as to the validity of the debt on which the petition was founded. It was not a rule without exception, and in the present case there were special circumstances. The Court of Appeal on the former occasion thought that, having regard to the probability of the debtor being able to pay the debt, and the improbability of his success in his appeal, the proceedings on the summons should not be stayed without security. It gave the debtor an opportunity, of which he had not thought fit to avail himself, of staying the proceedings on the summons, and also the subsequent proceedings in bankruptcy, by giving security to the person to whom the Court of Appeal had determined that he was indebted in a large amount. He stood, therefore, in a very different position from the appellant in *Ex parte Yeatman*. Of course, under section 9 of the Bankruptcy Act, the court had a discretion as to adjourning the petition. But his lordship thought that the registrar could not properly have adjourned the hearing after what had been done by the Court of Appeal. It was true that the question whether the proceedings should be stayed was of a different character in the case of a debtor's summons and a petition, for the question on a petition involved the *status* of the debtor. But still, having regard to the litigation which had taken place, his lordship thought that the previous decision of the Court of Appeal was really a decision that the proceedings in bankruptcy ought not to be stayed without security. FRY, L.J., regarded the order of the 23rd of November as substantially an adjudica-

tion upon the question now raised. An order for an unconditional stay of the proceedings on the petition would be, in substance, a reversal of the decision as to the debtor's summons.—SOLICITORS, *Simpson & Cullingford; W. & J. Flower & Nussey.*

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RIGHT OF SUPPORT—RAILWAY CLAUSES CONSOLIDATION ACT, 1845 (8 & 9 VICT. c. 20), ss. 77, 78, 79—SALE OF SUPERFLUOUS LANDS.—In the case of *Pountney* v. *Clayton*, in the Court of Appeal (No. 1) on the 21st inst., the question was whether a purchaser of superfluous land compulsorily taken by a railway company has a right of support against the owner or lessee of the minerals under the surface. In 1865 one Penson, the owner of certain land, demised to the defendant the minerals under it, but the deed contained no mention of a right of support, In 1867 the Wrexham, Mold, and Connah's Quay Railway Company purchased the land, but not the minerals, under the compulsory clauses of the Railway Clauses Consolidation Act, 1845. In 1876 the railway, under the provisions of that Act, sold the land as superfluous land to Price and Jones. Price sold part of his land to the defendant, and he also purchased the land of Jones, and sold this, together with the remainder of his own land, to the plaintiff. The defendant also sold his portion to the plaintiff, who was therefore, the owner of the whole of the superfluous land originally sold by the railway. The plaintiff then built five houses, one of them being on the land which had been sold to the defendant. In working the mines the defendant caused a subsidence of the soil, in respect of which the present action was brought. The case was tried before Williams, J., who directed the jury that a purchaser of land, in the circumstances of the case, had the same right of support as an ordinary purchaser, and a verdict was given for the plaintiff. On the argument of a rule *nisi* for a new trial, Denman, J., and Manisty, J., differed in opinion (see report 31 W. R. 501), Denman, J., agreeing with the ruling of Williams, J., and Manisty, J., dissenting, on the authority of the *Great Western Railway Company* v. *Bennett* (15 W. R. 647, L. R. 2 H. L. 27). It was admitted that in respect of the house on the land formerly in the possession of the defendant there was, by the ordinary law, a right of support. The court (BRETT, M.R., and BOWEN, L.J.) gave judgment in accordance with the decision of Manisty, J. BRETT, M.R., said the meaning of the lease was that the minerals should be worked so as not to let down the surface. The rights of the company depended upon the construction of sections 77, 78, and 79 of the Act of 1845. By section 77, unless the mines have been expressly purchased, the company have no title to any part of them. If that section stood alone he would have been inclined to agree with Lord Westbury in *The Great Western Railway* v. *Bennett*, that there would not have been an implied right of support. But in that case the House of Lords had come to the conclusion on the construction of those sections, that the statute meant to alter the ordinary law, and that where a company has elected to purchase the land alone, the ordinary implications of law are gone, and the mines may be worked, as against the company, just as if they were in the hands of an owner both of the surface and of the mine. The only right the company had was by the conveyance under the Act and was to be interpreted by the Act. The plaintiff could have no greater right than the company, and, therefore, there was no interference of which he could complain. BOWEN, L.J., thought the words of section 77 could not affect the right of support except where a portion of the mines was reserved by way of support. That view seemed to be supported by the language of Lord Selborne in *Dixon* v. *Caledonian and Glasgow Railway Company* (29 W. R. 249, L. R. 5 App. 820). In his opinion the case turned upon section 79. The answer to the plaintiff's claim was that he was not a lessor, and section 79 applied as between the mine owner and the railway company through whom he claimed.—SOLICITORS, *A. S. Poyser*, for *H. A. Poyser*, Wrexham; *Abbott, Jenkins, & Co.*, for *Lewis & Son*, Wrexham.

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INCOME TAX—INTEREST PAID TO HOLDERS OF DEBENTURE STOCK RESIDENT ABROAD—DEDUCTION CLAIMED FROM ASSESSMENT—5 & 6 VICT. c. 35, s. 100, R. 4.—In a case of *The Alexandria Water Company (Limited)* v. *Musgrave (Surveyor of Taxes)*, an important question arose as to whether the company were entitled to deduct interest on debenture bonds payable in Egypt from the amount at which they were assessable to the income tax. At a meeting of the Income Tax Commissioners on January 19, 1881, for the purpose of hearing appeals, the Alexandria Water Company appealed against an assessment of £25,600 made in respect of the profits of the company by the District Commissioners for the parish of St. Margaret's, Westminster, on the ground that the company claimed a deduction of £7,695 as interest on debenture bonds paid to holders of stock resident in Egypt. The Special Commissioners, however, decided that the company being an English company, were liable to pay income tax on the whole profits of the concern, irrespective of the places in which such profits were distributed, and they therefore affirmed the assessment. On appeal, the Divisional Court (GROVE and NORTH, JJ.) upheld the decision of the Special Commissioners, and the plaintiff company appealed. The Court of Appeal (BRETT, M.R., and COTTON and BOWEN, L.JJ.) dismissed the appeal. BRETT, M.R., said, What did the company desire to be done? They admitted that they were liable to be assessed, but claimed a deduction from the sum at which they were assessed in respect of certain debenture stock. The only fund out of which the company could pay was out of the money they received for water rates—*i.e.*, a gain of the company—but the interest on the debenture bonds was interest paid out of borrowed money. It was true that if the debenture-holders were not paid they had the property of the company to fall back upon. The company contended that in estimating the amount of profits a deduction should be made for the annual interest payable on its gains. But section 100, rule 4, of 5 & 6 Vict. c. 35, provided that no such deduction should be made. The contention, therefore, of the company was contradictory to the plain grammatical construction of the rule. There was nothing in the statute which compelled the court to construe rule 4 otherwise than according to its grammatical meaning. Section 102 did not apply and could not be read into section 100. As to section 159 it contained nothing which could be read into section 100 so as to restrict its meaning. The appellants' case, therefore, resolved itself into one of hardship or possible hardship, but if there were any hardship it was one expressly imposed by statute. COTTON and BOWEN, L.JJ., concurred.—SOLICITORS, *Radcliffe, Cator, & Martineau; The Solicitor to the Treasury.*

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LIMITED COMPANY—WINDING UP—MISREPRESENTATIONS IN PROSPECTUS—PROCEEDINGS FOR RECTIFICATION OF REGISTER—"JUST AND EQUITABLE"—COMPANIES ACT, 1862, ss. 35, 91.—In the case of *In re Devon and Cornwall Electric, &c., Company*, before Chitty, J., on the 23rd and 24th insts., a winding-up petition was presented by a shareholder on the 1st of November last. Shortly after that date nine actions against the company were instituted by shareholders for rescission of their contracts to take shares, on the ground of mis-statements in the prospectus issued by the company, and on the 21st of December a motion by one of the plaintiffs for rectification of the register by the removal therefrom of his name as a shareholder was successfully made, but the order was directed to be stayed until the hearing of the present petition. Amongst the allegations in the petition it was alleged that the company never had carried on and never could carry on business successfully, that the mis-statements in the prospectus had caused proceedings to be taken by the shareholders, and that having regard to the fact that, by reason of the claims made by shareholders for the return of their money, the assets of the company (including any uncalled capital) were insufficient for its purposes, and under these circumstances that it was just and equitable for the company to be wound up. Since the dates of the presentation of the petition and the successful motion the actions against the company by its shareholders had increased to nearly forty, and the plaintiffs opposed the petition on the ground that the statutory effect of the winding-up order would be to place them in the same position as the contributories who had brought the actions and who had not been deceived by the prospectus or were barred by acquiescence, whereas if the petition were dismissed, these shareholders whose proceedings were successful would rank as creditors against the company for the value of their shares. The petition was unanimously supported by all the shareholders other than those who had taken proceedings. CHITTY, J., said that the truth of the allegations in the petition had been made out by the petitioner. It had been proved that the existing assets of the company were wholly insufficient for the purposes of its business. It was, moreover, the wish of the large majority of the shareholders that the company should be wound up. The only opposition to an order proceeded from contributories whose object in opposing was not that the company should continue for the purpose of carrying on business, but that it should exist for the purpose of enabling them to obtain a return of their money by means of actions against the company. These persons contended that with regard to them it was neither just nor equitable that the company should be wound up, as an order would destroy their actions and make them contributories under the winding up. Such a position afforded no special ground of exemption. To say that the company must go on in order that the shareholders should escape the statutory effects of a winding up was a wholly untenable proposition. Nothing could be more unfair than that the assets of the company should be exhausted in paying off in order of succession the claims of these shareholders who had succeeded by actions in having their names removed from the register of shareholders. Although the mis-statements in the prospectus amounted in law to a fraud by the company, yet, in fact, the company was not their author, the true author being the hand who drew the prospectus. It was, therefore, legitimate for the company to say that, so far as the company consisted of individual shareholders, it was innocent, and that the proper way of meeting the case of all parties was to obtain a winding-up order. His lordship was satisfied that the petition was not collusively presented. He, therefore, made the usual compulsory order.—SOLICITORS, *Ashurst, Morris, & Crispe; Clarke, Woodcock, & Ryland; Blewitt & Tyler; Iliffe, Russell, Iliffe, & Cardall.*

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MARRIED WOMEN'S PROPERTY ACTS—CONSTRUCTION—INSURANCE FOR BENEFIT OF WIFE AND CHILDREN—MARRIED WOMEN'S PROPERTY ACT, 1870 (33 & 34 VICT. c. 93), s. 10—MARRIED WOMEN'S PROPERTY ACT, 1882 (45 & 46 VICT. c. 75), s. 11.—In the case of *In re Adam's Policy Trusts*, before Chitty, J., on the 21st and 23rd insts., a petition was presented under the Married Women's Property Act, 1870, for the appointment of a trustee to receive the money due under a policy of life insurance effected by a married man in 1875, and expressed to be for the benefit of his wife Ann and the children of their marriage under the provisions of the Married Women's Property Act, 1870. By section 10 of the Act of 1870 it is enacted "that such a policy shall inure and be deemed a trust for the benefit of his (the insured's) wife for her separate use and of his children according to the interest so expressed, and shall not, so long as any object of the trust remains, be subject to the control of the husband, or to his creditors, or form part of his estate," and the Act further provides for the appointment of a trustee by the Court of Chancery when the sum secured by the policy becomes payable, or at any time previously. The Married Women's Property Act, 1882, repeals prospectively the Act of 1870, but section 11 re-enacts, in almost identical terms, the 10th section of the latter Act with the omission of the words "separate use." It appeared in the case before the court that the wife of the insured had predeceased her husband, that he had died insolvent leaving eight children, and that the sum payable under the policy was £205. The question arose whether the wife took a life interest only in the fund with remainder to the children, or whether she and the children took the fund concurrently, in which case her legal personal representatives might be entitled to her

share, and a declaration was asked as to the rights and interests of the children. The case of *In re Mellor's Trusts* (26 W. R. 70, L. R. 6 Ch. D. 127, 26 W. R. 309, L. R. 7 Ch. D. 200) was referred to, where Malins, V.C., in a similar case authorized the division of the fund as under an intestacy, CHITTY, J., said that the court was only authorized to appoint a trustee, and had no jurisdiction to make any declaration of rights. He would, however, assist the petitioners so far as he could by prefacing the order asked for with an opinion that it was not necessary that the personal representatives of either the wife or of a deceased child should be served with the petition or order. The effect of the policy and the Act of Parliament, when read together, was to constitute a declaration of a trust that was to be executed, and all the court had to do was to construe the language of the trust. There were two possible constructions. The meaning might be either that the wife was to take a life interest, with remainder to the children, or that the wife and children were to take concurrently. He was of opinion that the fairer construction was that the wife took a life interest. The Act of 1870 said that she was to take for her separate use. If the wife were to take an absolute interest there would be no meaning in the words "separate use," because she might sever her share and receive a lump sum, and thus render the words "separate use" inoperative. The Legislature could not be said to have contemplated her re-marriage during the six months immediately succeeding the death of the husband insured, being the period until the end of which the policy moneys were usually not payable by the insurance office. What was contemplated was a continuing separate use extending over the wife's whole life. By analogy also to cases of wills, where trusts having been created for a mother and her children, it had been held that the fact of the gift to the mother being to her separate use, militated against the participation of the children with the mother (*Jeffery* v. *De Vitre*, 24 Beav. 296), so here the presence of the words "separate use" marked out a gift to the wife as distinct from that to the children, and indicated an intention to create, not a joint tenancy or tenancy in common, but a life interest with remainder over to the children. It was true that the Act of 1882 omitted those words, but the reason might be because that Act by its provisions rendered their use in connection with the wife's interest in the policy redundant. It was also to be observed that the distinction created by the use of the words, although, apparently, a mere refinement, was one of those circumstances which the court caught hold of with the view of effectuating a donor's intention. There were, moreover, other slight circumstances in the terms of the policy which further supported the construction now upheld by the court. The decision in the case cited of *In re Mellor's Trusts* could not be supported as a judicial precedent, and, indeed, was not intended to be taken as such. The learned Vice-Chancellor must have been well aware that distribution according to intestacy, being distribution according to the Statute of Distributions, could not have been imported into the case. All the Vice-Chancellor did was to decide according to the exigencies of the case, the widow being in poor circumstances. To apply the decision in *In re Mellor's Trusts* to the present case would be disastrous, for, if the wife were held to take an absolute interest, the result would be that, as she had died during the lifetime of her husband, he would be entitled to representation of her estate, and the share would go to his creditors. When it was considered that the Act of 1882 had dealt with policies effectuated for the benefit of the insured's wife and children in almost the same terms as the Act of 1870 it would appear desirable for the insurance offices to adopt some form of policy meeting the objects and requirements of the Act of 1882, and precluding all further questions.—SOLICITORS, *M. A. Orgill*, for *Anderson, Gardner, & Hepburn*, Dundee.

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LIMITED COMPANY—REDUCTION OF CAPITAL—NON-APPEARANCE OF MORTGAGEE AFTER NOTICE—NON-ASSENTING CREDITORS—COMPANIES ACT, 1867, ss. 11, 13, 14.—In the case of *In re The Bull Hotel Company (Limited)*, before Chitty, J., on the 21st inst., a petition was presented for an order confirming a resolution for the reduction of the capital of the company, and the court was asked to dispense with the consent of the mortgagee of the company's property, who had had notice, but did not appear, and the case of *In re Crédit Foncier of England* (19 W. R. 405, L. R. 11 Eq. 356) was referred to, where Bacon, V.C., made the order where debenture-holders of the company whose names were not known had not appeared, notwithstanding notice by advertisement. CHITTY, J., referred to *In re Patent Ventilating Granary Company* (27 W. R. 836, L. R. 12 Ch. D. 254), where Fry, J., declined to follow the decision of Bacon, V.C. When the creditor did not appear his consent could not be said to be given. Whether a creditor was known or not known made little difference, for the amount of the debt must be known, and a sum could have been set apart to meet it. The decision of Fry, J., was the latest decision, and seemed to follow the 14th section of the Companies Act, 1867. The present application would be ordered to stand over, with general liberty to apply.—SOLICITORS, *Pitman & Son*.

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SOLICITOR AND CLIENT—COSTS—SET-OFF—FOREIGN RETAINER.—In the case of *In re A Solicitor*, before Chitty, J., on the 20th and 24th insts., a motion was made by a Mr. Saccone and a Mr. Stevens that the respondent might be ordered to pay to them a sum of £313, recovered by him from a creditor of Saccone. It appeared that Saccone, a wine merchant at Gibraltar, employed the firm of which Mr. Stevens was a partner as his agents in this country, giving them a joint power of attorney. The English firm instructed the respondent to recover the debt, but he now objected to pay the sum recovered to Saccone, on the ground that he had been employed, not by Saccone, but by the English firm to recover the money, and that he was entitled to retain it as a set-off against sums due to him from the firm in respect of his general bill of costs. It was, during the hearing, admitted by the applicant that the title of Stevens to sue could not be sustained, seeing that he was one of two joint attorneys suing separately. CHITTY, J., said that the debt, being one owing to Saccone, and the sum recovered being Saccone's money, the only question was whether the respondent was or was not Saccone's solicitor. It did not appear that there had been any assignment by Saccone to his English agents, and the best mode of testing the question was by the fact whether the debtor had or had not been validly discharged by the payment he had made. There was no doubt but that he had been discharged, seeing that the respondent had the right to receive the money from him. It was said that there was no right to presume a retainer because Saccone was a foreigner; but the fact was that the English firm gave the instructions, and, therefore, the respondent had the credit of the firm to look to for the work done, in addition to his solicitor's lien against Saccone's money, when recovered. He, therefore, had an additional security. The respondent could not pay his alleged debt against the English firm out of Saccone's money. Even if the debt recovered appeared in the books of the firm as a sum accredited to them, there could be no set-off between them and the respondent, the account being one between the firm and Saccone. There must, therefore, be an order for payment to Saccone of the sum recovered less the respondent's costs of recovering it.—SOLICITORS, *J. J. Keily; Blewitt & Tyler*.

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PRACTICE — LIMITED COMPANY — DISCOVERY—WINDING-UP PETITION—RULES OF COURT, 1875, ORD. 31, RR. 11, 12.—In the case of *In re The Hoover Hill Gold Mining Company*, before Chitty, J., on the 12th inst., a shareholder's petition having been presented for the winding up of the company, on the ground that the company was promoted for the purchase and sale of property which was waterless, and for the distribution of profits made by these means amongst the promoters, and that the true state of affairs was kept secret from the shareholders, a motion was made by the petitioners under ord. 31, rr. 11, 12, for an order that the company, by its proper officer, might be ordered to make an affidavit of, and produce, all documents in their possession, or, in the alternative, to produce all books, papers, and documents relating to the company and the matters in question, and in particular the draft prospectus of the company, all agreements relating to its formation and promotion, letters, cablegrams, assays, and certificates of assays to and from the persons in the notice of motion mentioned. It was contended in support of the motion that a petitioner, as soon as he had presented his petition, had the same right to discovery as a plaintiff who had delivered his statement of claim, and that both such persons had, under ord. 31, rr. 11, 12, a *primâ facie* right to discovery, and that it was for the respondents to the petition to show why that right should be taken away, and although it was true that the court would more readily listen to a company resisting such an application when made in the case of a petition for winding it up, yet the *primâ facie* right to call for discovery could only be ousted by the company producing a reason of some kind why the application for discovery should not be entertained. Rule 11 was simply a copy of the old rule, the only difference being that the old rule referred to a suit, whereas the new rule referred to "any action or proceeding"; the inference therefore was that the rule had been extended to meet all cases, whether actions, motions, petitions, or other proceedings. *Re National Funds Assurance Company* (24 W. R. 774) was referred to as a case where the Court of Appeal held that there was jurisdiction to make an order for discovery on a motion against a company for the rectification of its register by the removal therefrom of the applicant's name. CHITTY, J., said that he had had considerable experience of the practice in winding-up petitions, and he had never known such an order to be made as that asked by the present motion. No one in court had heard of such a motion being acceded to, although instances were mentioned of it having been refused. He had further consulted the registrars and chief clerks, who had also stated their ignorance of any such order having ever been made. The chief clerk of the late Master of the Rolls had stated that the late Master of the Rolls had always emphatically refused such applications, saying that he was not going to assist a man to wreck a company by ransacking its documents. It was true that the language of rule 11 included a petition as well as an action, but there was a discretion still remaining in the judge to decline granting discovery, and without any special ground being shown he should, in the exercise of that discretion, decline to order a company to make discovery of its documents upon the presentation of a winding-up petition. The fact of the solicitor being unable to give instructions without inspecting the documents was no special reason for making the order. His lordship was of opinion that in the present case no special ground had been shown why the order should be made, and he was of opinion that he should be doing a great injustice to the company by granting the order. It was to be observed that the Companies Acts contained nothing which warranted such an application as the present being made. The motion, was, therefore, refused, with costs.—SOLICITORS, *Beall & Co.; Lattey & Hart*.

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COSTS—SECURITY—LIMITED COMPANY PLAINTIFF—TIME FOR APPLICATION—COMPANIES ACT, 1862, s. 69—ORD. 55, R. 2.—In a case of *The Lydney and Wigpool Iron Ore Company* v. *Bird*, before Pearson, J., on the 14th inst., a question arose as to the proper time for making an application for security for the costs of an action brought by a limited company. Rule 2 of order 55 provides that, "In any cause or matter in which security for costs is required, the security shall be of such amount, and be given at such time or times, and in such manner and form, as the court or a judge shall direct." Section 69 of the Companies Act, 1862, provides that the court may require a limited company, which is the plaintiff in an action, if it

shall appear that there is reason to believe that, if the defendant be successful in his defence, the assets of the company will be insufficient to pay his costs, to give sufficient security for the costs of the action, and to stay all proceedings in the action until the security shall have been given. In the present case, more than six weeks after the plaintiffs had delivered their reply and had given notice of trial, the defendant took out a summons, asking that the plaintiffs might be ordered to give security for the costs of the action. It was objected on behalf of the company that the application was made too late, the old rule of the Court of Chancery being that such an application ought to be made at the earliest possible time after the applicant became aware of the circumstances which entitled him to ask for security. PEARSON, J., overruled the objection. He thought that rule 2 was inconsistent with the continued existence of that rule. If the security might be given "at such time or times" as the court should direct, it was difficult to see why an application should be prejudiced by the fact that no previous application had been made. It had been held by the Court of Appeal that, under rule 2, an application could be made to increase the amount of the security when security had been already ordered. And his lordship ordered security for £200 to be given.—SOLICITORS, *Munton & Morris; Learoyd & Co.*

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WILL—CONSTRUCTION—CONTINGENT REMAINDER—FAILURE OF PARTICULAR ESTATE—"VESTING."—In a case of *Parker* v. *Parker*, before Pearson, J., on the 21st inst., a question arose as to the vesting of a gift of real estate. R. Parker by his will, dated the 22nd of June, 1875, devised to his daughter, Jane Prince, for her life, for her sole and separate use, and without power of anticipation, certain real estate, and from and after her decease the testator devised the estate "unto, between, and amongst the children of my said daughter who shall be living at the time of her decease, and the issue of any one or more of them who shall happen to die in her lifetime leaving issue, in equal shares and proportions as tenants in common, for all my estate and interest therein, such issue taking only the share or shares to which their, his, or her parent would have been entitled, if living, if more than one, between and amongst them in equal shares and proportions as tenants in common." By a codicil, dated the 22nd of July, 1875, the testator directed that "the shares and interests given by my will after the deaths of my respective children to or in trust for their respective children and issue shall vest in such last-named children and issue respectively at their respective ages of twenty-one years." The testator died on the 9th of December, 1876. His daughter, Jane Prince, died on the 5th of June, 1882. She left two children surviving her, both of whom were infants. She had had no other children. It was contended on behalf of the plaintiffs, who were residuary devisees, that the effect of the codicil was to make the gift to the children of Jane Prince contingent on their attaining twenty-one, and that the contingent remainder had failed by reason of the determination of the life estate of the mother before the happening of the contingency. PEARSON, J., held that there had been no failure. He said that under the gift in the will there could be no doubt that all the children of the daughter who were living at the time of her death, whatever their ages, would have taken absolute interests. The question was whether the codicil had so altered this as to make it a gift to such of the children of the daughter living at the time of her death as should attain twenty-one, which would make it a contingent gift. His lordship thought that he ought not to construe the words in a way which would do violence to the intention of the testator if, consistently with the rules of law, he could put a different construction on them. Now, the word "vest" was a very flexible word. It might mean either vest in interest, or vest indefeasibly—*i.e.*, so as to make it an interest transmissible to the representatives of the first taker. It was plain that under the gift in the will the share of a child who attained twenty-one, and afterwards died in the lifetime of the mother, would have lapsed, if it had left no issue. His lordship thought the proper construction of the codicil was that it was intended to prevent such a lapse, so that a child who attained twenty-one in the lifetime of its mother, and afterwards died in her lifetime without issue, should take. He preferred to construe the codicil in the way which would, he thought, effect the intention of the testator. He held, therefore, that the children of the daughter living at her death took interests, which were liable to be divested in case of their deaths under twenty-one.—SOLICITORS, *Coode, Kingdon, & Cotton; Wills & Watts.*

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BUILDING SOCIETY—ILLEGAL ASSOCIATION—COMPANIES ACTS, 1862 AND 1867.—In a case of *Crowther* v. *Thorley*, which came before the Divisional Court, consisting of GROVE and SMITH, JJ., on the 24th inst., a question arose of some importance to the members of building societies. The action was brought by the trustees of one of these societies against a member for arrears, and he set up as a defence that the society ought to have been registered under the Companies Acts, as a corporation having for its object the acquisition of gain, and, not being so registered, was illegal. The chief purpose of the society appeared to be to purchase and allot land to the members; but as there was coal and building clay on the estate acquired, one of the rules provided that, on the final conveyance of the allotments to the members, the minerals should not pass. Scrip was issued to each member in respect of the value of these minerals, the profits obtained therefrom being ultimately divisible among holders of the scrip. The rule reserving the right to the minerals to the trustees was in the following words:—"The right to get, win, sell, lease, or dispose of the coals or minerals shall not be conveyed, but remain vested in the trustees, who shall have full power to sell, lease, get, or win the coals at such price or prices as they may think fit; the profits or proceeds of which shall be divided among the shareholders, &c." The court held, distinguishing this case from *Smith* v. *Anderson* (L. R. 15 Ch. D. 24), that this power to get, win, and sell the coal was no subsidiary matter but an object of the society, and was clearly a business in respect of which the society, admittedly consisting of more than twenty members, ought to have been registered, and, not having been so registered, was illegal.—SOLICITORS, *Learoyd & Co.; Parker & Co.*, Sheffield.

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# OBITUARY.

## MR. JOSEPH RAYNER.

Mr. Joseph Rayner, solicitor, town clerk of the city of Liverpool, died at Cannes on the 20th inst. after a long illness. Mr. Rayner was admitted a solicitor in 1850, and he practised for nearly ten years at Huddersfield. In 1860 he removed to Bradford, on being appointed town clerk of that borough. He held that office till 1866, when he was elected (out of a large number of candidates) to the office of town clerk of Liverpool. "Mr. Rayner," says a Liverpool journal, "quickly established himself as a most valuable public servant, and the council on all occasions placed the utmost reliance upon him. He was very full of legal information regarding corporations, and could readily give advice to the council as to the legal aspect of any question under discussion. His judgment was sound, and when the council deemed it necessary to fortify themselves with counsel's opinion, it was generally found to coincide with the views previously advanced by Mr. Rayner. The services of Mr. Rayner were thrice recognized by increases of salary. When appointed the salary was £1,600, in 1867 it was increased to £2,000, on the 6th of January, 1875, it was further raised to £2,500, and, finally, on the 6th of April, 1881, it was fixed at £3,000, and remained at that figure up to the present time." Mr. Rayner was also clerk and registrar of the Liverpool Court of Passage, and public prosecutor for the borough. He devoted himself with great zeal and industry to the discharge of his official duties. He was in the habit of appearing in person as representative of the corporation before Parliamentary Committees, and he had carried through Parliament many important local Acts. He was a perpetual commissioner for Lancashire and the West Riding of Yorkshire. Mr. Rayner took an active part in the business of the Association of Municipal Corporations, being a member of the Municipal Law Committee appointed by that body. He was also a magistrate for the West Riding. He was married to Miss Dyson, of Huddersfield, and he leaves two sons and four daughters. Several months ago Mr. Rayner was attacked with paralysis, and he had obtained leave of absence from the corporation in the hope that rest and change of air would restore his strength. The news of his death has caused great regret at Liverpool.

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## MR. JUSTICE SNOWDEN.

The Hon. Francis Snowden, puisne judge of the Supreme Court of Hong Kong, died at Hong Kong on the 1st inst. Mr. Justice Snowden was the son of Mr. John Snowden, and was born in 1829. He was educated at Rugby and at University College, Oxford, and he was called to the bar at Lincoln's-inn in Hilary Term, 1854. He practised for seventeen years on the Western Circuit, and at the Wiltshire, Bath, and Bristol Sessions, and he enjoyed a good share of criminal business. He was for a short time a revising barrister, and he was also prosecuting counsel to the Mint for Wiltshire. In 1871 he was appointed a police magistrate for the Straits Settlements, and in 1873 he became a puisne judge at Singapore. In the following year he became a puisne judge of the Supreme Court of Hong Kong, and he held that office till his death. He was also deputy judge of the Vice-Admiralty Court, and in 1878 he acted as Chief Justice of Hong Kong. Mr. Justice Snowden had earned a high judicial reputation, and his death is universally regretted in the colony. He leaves a widow, but no children.

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## SIR GEORGE ALFRED ARNEY.

Sir George Alfred Arney, many years Chief Justice of New Zealand, died at his residence, 17, Devonshire-place, on the 7th inst., at the age of seventy-five. Sir G. Arney was the youngest son of Mr. William Arney, of Salisbury, and was born in 1806. He was educated at Winchester and at Brasenose College, Oxford, where he graduated B.A. in 1829, and M.A. in 1832. He was called to the bar at Lincoln's-inn in Easter Term, 1837, and he formerly practised on the Western Circuit and at the Wiltshire and Bath Sessions, where he had for several years a considerable criminal practice. In 1858 he was appointed Chief Justice of the Supreme Court of New Zealand, and he was a member of the Executive Council of the colony. In 1862 he received the honour of knighthood, and in 1874, after sixteen years' judicial service, he retired upon a pension.

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## MR. GEORGE TAYLOR.

Mr. George Taylor, solicitor (of the firm of Taylor & Kinkead), of Staleybridge, died at his residence, Beaucliffe, Alderley Edge, Cheshire, on the 7th inst. Mr. Taylor was admitted a solicitor in 1841, and he had practised for about forty years at Staleybridge, where he had acquired a very extensive and important practice. On the incorporation of Staleybridge he was elected town clerk of the borough, and he held that post till a few years ago. He was also clerk to the borough magistrates, and he had been clerk and solicitor to the Staleybridge School Board ever since its formation. He was at the time of his death in partnership with Mr. Richard Evan Kinkead. Mr. Taylor was buried on the 11th inst.

## LEGAL APPOINTMENTS.

Mr. Justice Butt and Mr. Justice Smith have received the honour of Knighthood.

Mr. James Cowan, registrar and master of the Supreme Court of Western Australia, has been appointed to act as Attorney-General of that colony.

Mr. Richard Henry Wyatt, solicitor and parliamentary agent (of the firm of Wyatt, Hoskins, & Hooker), of 28, Parliament-street, has received the honour of Knighthood in recognition of his services for many years as parliamentary agent to the Treasury. Sir R. Wyatt is the son of the late Mr. Richard Wyatt, and was born in 1827. He was admitted a solicitor in 1851, and he has been for several years clerk of the peace and clerk to the lieutenancy for the county of Surrey. He is a deputy-lieutenant for Merionethshire, and a magistrate for Merionethshire, Kent, and the Cinque Ports.

Mr. Francis Marshall Bowey, solicitor (of the firm of Bowey & Brewis), of Sunderland, has been elected Town Clerk of the Borough of Sunderland, in succession to Mr. William Snowball, deceased. Mr. Bowey has been for some time deputy town clerk of the borough. He was admitted a solicitor in 1878.

Mr. Charles John Wilkinson, barrister, has been appointed to act as a Judge of the High Court of Judicature at Calcutta. Mr. Wilkinson was called to the bar at the Inner Temple in Michaelmas Term, 1859, and he is recorder of Rangoon.

Mr. Henry Mountrich James, solicitor, of Exeter, has been appointed by the High Sheriff of Devonshire (Mr. Thomas Carew Daniel) to be Under-Sheriff of that county for the current year.

Mr. John Hugh Roberts, solicitor, of Carnarvon, has been appointed by the High Sheriff of Carnarvonshire (Mr. John Owen) to be Under-Sheriff of that county for the current year.

Mr. Thomas Arthur Jackson, solicitor, of Chorley, has been elected Town Clerk of that borough, in succession to Mr. Richard Jackson, deceased. Mr. T. A. Jackson was admitted a solicitor in 1877.

Mr. John Stanton, solicitor, of Chorley and Adlington, has been appointed Clerk to the County Magistrates at Chorley, in succession to Mr. Richard Jackson, deceased. Mr. Stanton was admitted a solicitor in 1870.

Mr. Douglas Close Richmond, barrister, has been appointed a Commissioner of Charities, in succession to Lord Colchester, resigned. Mr. Richmond was formerly fellow of St. Peter's College, Cambridge, where he graduated in the first class of the classical tripos, and also as a second Chancellor's medallist, and as a senior optime in 1861, and he was called to the bar at Lincoln's-inn in Michaelmas Term, 1874. He was for several years secretary to the Endowed Schools Commissioners, and he was appointed joint secretary to the Charity Commissioners in 1875.

Mr. Thomas Baker, solicitor, of Manchester, has received the honour of Knighthood. Sir T. Baker is the third son of Mr. Thomas Baker, of Birmingham, and was born in 1809. He was admitted a solicitor in 1840. He was elected mayor of the city of Manchester in 1880, and was re-elected in the following year.

Mr. Henry Darvill, solicitor (of the firm of Darvill, Darvill, & Last), of Windsor, has received the honour of Knighthood. Sir H. Darvill is the eldest son of Mr. John Darvill. He was born in 1812, and was admitted a solicitor in 1834. He was mayor of Windsor in 1853, and in the following year he was elected town clerk of the borough. He is also clerk of the peace for Windsor, and registrar (jointly with his son, Mr. Henry Darvill, jun.) of the Windsor County Court.

Mr. Henry Edward Moody, solicitor (of the firm of Hollinshead & Moody), of Tunstall, Hanley, and Burslem, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

The Hon. Lyttleton Holyoake Bayley, one of the judges of the High Court at Bombay, has been appointed to act as Chief Justice of Bombay, during the absence of Sir Charles Sargent. Mr. Justice Bayley was called to the bar at the Middle Temple in Easter Term, 1850.

Mr. Charles Piffard, barrister, of Calcutta, has been appointed to officiate as Clerk of the Crown at Calcutta. Mr. Piffard was educated at Clare College, Cambridge, where he graduated in the third class of the classical tripos in 1852. He was called to the bar at Lincoln's-inn in Michaelmas Term, 1854, and he was formerly a member of the Home Circuit.

Mr. William Frederick Knight, solicitor (of the firm of Sandom, Kersey, & Knight), of 50, Gracechurch-street, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. Edward Gaskin Bennett, solicitor, of Plymouth, has been appointed a Perpetual Commissioner for Devonshire and Cornwall for taking the Acknowledgments of Deeds by Married Women.

Mr. John Edward Shaw, solicitor, of 4, New-inn, has been appointed a Commissioner in England for taking Affidavits and Affirmations to be used in the Supreme Court of the Colony of New Zealand.

Mr. John Lake Blaxland, solicitor, of 2, Riches-court, Lime-street, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. Henry Goody, solicitor and notary (of the firm of Goody & Son), of Colchester, has been appointed Registrar of the Colchester County Court (Circuit No. 38), and District Registrar under the Judicature Acts, in succession to Mr. John Stack Barnes, resigned. Mr. Goody was admitted a solicitor in 1856. He is in partnership with his father, Mr. Henry Sidney Goody, who is clerk to the Colchester Channel Commissioners.

Mr. David Bevan Turberville, solicitor, of Neath, Pontardawe, and Aberavon, has been appointed Clerk to the Ystradyunlais (Lower) School Board. Mr. Turberville was admitted a solicitor in 1872.

### DISSOLUTION OF PARTNERSHIP.

Armigel Wade, and John Courtney Lane Andrews, solicitors, Hitchin and Shefford. March 21. [*Gazette*, April 20.]

## NEW ORDERS, &c.

### HIGH COURT OF JUSTICE.

Order of Court.

Wednesday, the 25th day of April, 1883.

Whereas it is expedient that the causes for trial or hearing only before Mr. Justice Pearson should (with the exception hereinafter mentioned) be transferred for the purpose only of trial or hearing to Mr. Justice North. Now I, the Right Honourable Roundell Earl Selborne, Lord High Chancellor of Great Britain, do hereby order that the several causes now standing for trial or hearing only before Mr. Justice Pearson (except the causes set forth in the schedule hereto) be transferred to the said Mr. Justice North, for the purpose of trial or hearing only. And I do further order that no cause or matter be assigned to the said Mr. Justice North by the same being marked with his name. And this order is to be drawn up by the registrar and set up in the several offices of the Chancery Division of the High Court of Justice.

Schedule.

Causes retained for trial or hearing only before Mr. Justice Pearson.

| | |
|---|---|
| Winby v Cardiff District and Trams Company (Limited) | Espir v Mainwaring |
| Ganby v Reddaway | Hamilton v University Life Assurance Society |
| Smith v Hamilton | Blyth v Guiness, Malton, & Co |
| Badische Anelin and Soda Fabrik v Levinstein | Billmore v Watson |
| | Goldschmidt v Oddy |

Selborne, C.

## LEGISLATION OF THE WEEK.

### HOUSE OF LORDS.

April 19.—*Bill Read a Second Time.*

Land Drainage (Provisional Order).

*Bill in Committee.*

Medical Act Amendment (passed through Commitee).

April 20.—*Private Bills.*

On the motion of the Earl of Redesdale the following resolution was agreed to in order to its being made a Standing Order:—"In any case in which an infant is or may be interested in the consequences of an Estate Bill, the Chairman of Committees may, if he think fit, require that such infant shall be represented before the Committee on the Bill by a person to be appointed as or in the nature of a guardian or protector of such infant by the Lord Chancellor or the Lord Keeper of the Great Seal by writing under his hand."

*Bill in Committee.*

Land Drainage (Provisional Order).

April 23.—*Bills Read a Second Time.*

Private Bills.—Penicuik Trust Estates; South-Eastern Railway Swindon and Cheltenham Extension Railway (No. 1).

*Bill in Committee.*

Contempts of Court (passed through Committee).

*Bills Read a Third Time.*

Private Bills.—Wigan and District (Support of Sewers); Hastings and St. Leonards Gas; Standard Life Assurance Company.

Land Drainage (Provisional Order).

*Bill Read a First Time.*

Bill to extend the Chancery jurisdiction of the County Palatine Court of Lancaster (The Lord Chancellor).

April 24.—*Bill Read a Second Time.*

Elementary Education Provisional Order Confirmation (London).

*Bill in Committee.*

Elementary Education Provisional Orders Confirmation (Cummersdale, &c.).

### HOUSE OF COMMONS.

April 20.—*Bill Read a Second Time.*

Private Bill.—Metropolitan Outer Circle Railway.

April 23.—*Bill in Committee.*

Isle of Man (Harbours).

April 24.—*Bills Read a Second Time.*

PRIVATE BILLS.—Halesowen Gas; Canvey Island (Sea Defences); Rogerstown Reclamation and Quay Improvement; Metropolitan District Railway.

*Bill Read a Third Time.*

Swansea Harbour.

# COMPANIES.

## WINDING-UP NOTICES.

### JOINT STOCK COMPANIES.

#### LIMITED IN CHANCERY.

BWLCH CREOLAN SILVER LEAD MINE, LIMITED.—Kay, J., has, by an order dated Mar 22, appointed William Thomas, Railway Works, Llanidloes, to be official liquidator. Creditors are required, on or before June 1, to send their names and addresses, and the particulars of their debts or claims, to the above. Friday, June 8 at 2, is appointed for hearing and adjudicating upon the debts and claims

EASTON ESTATE AND MINING COMPANY, LIMITED.—Petition for winding up, presented April 18, directed to be heard before Chitty, J., on Saturday, April 28. Sharpe and Co, New ct, Carey st, agents for Ryland and Co, Birmingham, solicitors for the petitioners

ESTATES AND BUILDINGS IMPROVEMENT AND INVESTMENT ASSOCIATION, LIMITED.—Creditors are required, on or before May 18, to send their names and addresses, and the particulars of their debts or claims, to James Francis Vernon, 98, Cheapside. Friday, June 1 at 11, is appointed for hearing and adjudicating upon the debts and claims

PHŒNIX ELECTRIC LIGHT AND POWER COMPANY, LIMITED.—Creditors are required, on or before May 10, to send their names and addresses, and the particulars of their debts or claims, to Henry Bishop, 41, Coleman st. Wednesday, May 23 at 12, is appointed for hearing and adjudicating upon the debts and claims

PROPERTY TRUST CORPORATION OF LONDON, LIMITED.—Petition for winding up, presented April 18, directed to be heard before Bacon, V.C., on Saturday, April 28. Walker and Co, Gresham bldgs, Basinghall st, petitioners in person

S. H. BECKLES AND COMPANY, LIMITED.—Petition for winding up, presented April 17, directed to be heard before Chitty, J., on April 28. Foss and Ledsam, Abchurch lane, solicitors for the petitioner

SOUTH BANK IRON COMPANY, LIMITED.—By an order made by Bacon, V.C., dated April 7, it was ordered that the company be wound up. Jackson and Evans, Gracechurch st, agents for Jackson and Jackson, Middlesborough, solicitors for the petitioners

[*Gazette*, April 20.]

BOURNEMOUTH AND SOUTH COAST STEAM PACKET COMPANY, LIMITED.—Creditors are required, on or before May 22, to send their names and addresses, and the particulars of their debts or claims, to Frederick Cridland, Observer chambers, Bournemouth. Monday, May 28 at 2, is appointed for hearing and adjudicating upon the debts and claims

COMMERCIAL ADVERTISING COMPANY, LIMITED.—By an order made by Chitty, J., dated April 14, it was ordered that the company be wound up. Dutton, Churton st, solicitor for the petitioner

NEW GELLIVARA COMPANY, LIMITED.—Creditors are required, on or before May 25, to send their names and addresses, and the particulars of their debts or claims, to William Bailey Hawkins, 39, Lombard st. Monday, June 4 at 12, is appointed for hearing and adjudicating upon the debts and claims

OLD FALSTAFF CLUB, LIMITED.—By an order made by Pearson, J., dated April 13, it was ordered that the above club be wound up. Carter, Old Jewry chbrs, solicitor for the petitioner

OXFORD BUILDING AND INVESTMENT COMPANY, LIMITED.—Petition for winding up, presented April 23, directed to be heard before Kay, J., on May 4. Ellis and Co, St Swithin's lane, solicitors for the petitioners

SOUTH BANK IRON COMPANY, LIMITED.—Bacon, V.C., has, by an order dated April 19, appointed William Barclay Peat, 3, Lothbury, to be the official liquidator

TRAMWAYS AND LIGHT RAILWAYS CONSTRUCTION COMPANY, LIMITED.—By an order made by Chitty, J., dated April 14, it was ordered that the above company be wound up. Bircham and Co, Austin Friars, solicitors for the petitioners

WEST MINERAL MINING COMPANY, LIMITED.—By an order made by Pearson, J., dated April 13, it was ordered that the company be wound up. Rogers and Chave, Great Winchester st bldgs, solicitors for the petitioners.

WHEAL GEORGE LEAD MINING COMPANY, LIMITED.—Petition for winding up, presented April 23, directed to be heard before Kay, J., on Friday, May 4. Gregory, Bishopsgate st Within, solicitor for the petitioner.

[*Gazette*, April 24.]

#### UNLIMITED IN CHANCERY.

LONDON AND PROVINCIAL LAW ASSURANCE SOCIETY.—Petition presented April 12 to confirm an agreement for the sale or transfer to the Guardian Fire and Life Assurance Company of the business of the society, directed to be heard before Chitty, J., on May 5. Burne and Co, Lincoln's-inn-fields, solicitors for the society.

[*Gazette*, April 24.]

#### COUNTY PALATINE OF LANCASTER.

T. B. CROMPTON AND COMPANY, LIMITED.—By an order made by V.C. Fox Bristowe, dated Apr 9, it was ordered that the voluntary winding up of the above company be continued. Bateson and Co, Liverpool, agents for Fullagar and Co, Bolton, solicitors for the petitioners

[*Gazette*, April 20.]

INTERNATIONAL MARINE HYDROPATHIC COMPANY, LIMITED.—The V.C. has fixed May 5 at 11 at 9, Cook-street, Liverpool, for the appointment of an official liquidator

[*Gazette*, April 24.]

#### STANNARIES OF CORNWALL.

NEW QUAY MINING COMPANY, LIMITED.—Petition for winding up presented Apr 14, directed to be heard before the Vice-Warden, at Room No. 251, Royal Courts of Justice on Apr 28 at 12. Affidavits intended to be used at the hearing, in opposition to the petition, must be filed at the Registrar's Office, Truro, on or before Apr 25, and notice thereof must, at the same time, be given to the petitioners or their solicitors. Hodge and Co, Truro, solicitors for the petitioners

[*Gazette*, April 20.]

### FRIENDLY SOCIETIES DISSOLVED.

ASHLEY FRIENDLY SOIETY, Meynells Arms, Ashley, Stafford. Apr 18

GOMER FRIENDLY SOCIETY, Wellington pl, Newquay, Cardigan. Apr 17

JOVIAL COLLIERS' MUTUAL BENEFIT SOCIETY, Royal Union Hotel, Cinderford, Gloucester. Apr 18

[*Gazette*, April 20].

# CREDITORS' CLAIMS.

## CREDITORS UNDER ESTATES IN CHANCERY.

### LAST DAY OF PROOF.

BILLINGHURST, ARTHUR WHITCOMBE, Old Red Cow, Mile End rd, Licensed Victualler. May 8. Taylor v Billinghurst, Chitty, J. Castle, Southampton st, Bloomsbury

CRISPIN, WILLIAM HENRY, Prince Arthur rd, Hampstead, Copper Smelter. May 9. Crispin v Beddow, Fry, J. Carr, Rood lane

HAMER, JOSEPH, Bolton, Lancaster, Beer Seller. May 3. Hamer v Hamer, Kay, J. Rutter, Bolton

HOMFRAY, SAMUEL, Glen Uske, Monmouth, Esq. May 10. Lloyd v Homfray, Fry, J. Lloyd, Newport

KNIGHT, JAMES, Mile End Old Town, Stone Merchant. May 7. Knight v Knight, Kay, J. Depree and Co, Church ct, Old Jewry

MOORE, WILLIAM PLATTERS, Gt Queen st, Lincoln's inn fields, Solicitor. May 15. Griffin v Scott, Bacon, V.C. Lyne, Gt Winchester st

WINKWORTH, EDWARD, Queensland, Australia, Carpenter. Oct 25. Winkworth v White, Fry, J. King, Chancery lane

[*Gazette*, April 10.]

BOON, THOMAS, Pendleton, nr Manchester, Carter. May 8. Norbury v Weatherby. Chitty, J. Hewitt, Manchester

CHAMBERS, HENRY CROFT, Market Rasen, Lincoln. May 11. Surtees v Chambers, Chitty, J. Chambers, Moorgate st

EDWARDS, JOHN, Euston rd, Gent. May 11. Edwards v Edwards and Edwards v Trim, Chitty, J. Boxall, Chancery lane

GOOCH, WILLIAM, East India rd. May 17. Gooch v Smith, Bacon, V.C. Marsh, Fen ct, Fenchurch st

JAYNE, JAMES BARTON, Croydon, Gent, May 10. Jayne v Jayne, Fry, J. Hogan, St Martin's lane

LEMM, WILLIAM, Clapham rd, Gent. May 17. Hewartson v Lemm, Bacon, V.C. Brown and Co, City rd

REES, GWENLLIAN, Ystradgunlais, Brecon. May 19. Hall v Williams, Pearson, J. Martin Scale, Neath

STOURTON, MARMADUKE, Pietermaritzburg, Natal. Apr 30. Bennett v Stourton, Bacon, V.C. Wilkinson, Bedford st, Covent garden

WARD, JOHN, Cheltenham. Retired Huntsman. May 14. Oliver v Storey, Chitty, J. Winterbotham, Cheltenham

WORSWICK, WILLIAM, Birstal Hall, Leicester, Gent, May 12. Robson v Worswick, Fry, J. Mander, New sq, Lincoln's inn

[*Gazette*, April 13.]

## CREDITORS UNDER 22 & 23 VICT. CAP. 35.

### LAST DAY OF CLAIM.

ASHWORTH, OBADIAH, Cheetham Hill, Lancaster, Bleacher. May 11. Cooper and Sons, Manchester

BEAN, JOHN, Ongar, Essex, Surgeon Major. May 8. Philbrick and Free, Austin Friars

BACK, SIMON ADAMS, Ironmongers' Hall, Esq. May 10. Beck, Ironmongers' Hall

DAVIES, JOHN, Dulwich, Surrey, Gent. June 1. Child, Paul's Bakehouse ct, Doctors' commons

DAVIES, PHILIP, Reading, Berks, Gent. June 1. Beale and Martin, Reading

ELLERY, EDMUND ROGER, Beaumont rd, Hornsey Rise. Apr 28. Clarkson and Co, Carter lane, Doctors' commons.

GEARON, MARY, Featherstone bldgs, High Holborn. May 19. Gibson, Lincoln's inn fields

HALL, JOSEPH, Leeds, Estate Agent. May 25. Clarke and Son, Leeds.

HARRISON, JOHN, Addiscombe, Surrey, Gent. June 1. Rhodes, Chancery lane

HICKMAN, WILLIAM, Penn, nr Wolverhampton, Stafford, Builder. May 5. Thorneycroft, Wolverhampton

HOLDSWORTH, JAMES, Halifax, York, Ironfounder. May 7. Foster and Co, Halifax

KING, JOHN SAMUEL, High st, Hornsey, Builder. Apr 30. Robins, Pancras lane

LANG, JOHN, Stalybridge, Chester, Machinist. May 5. Buckley and Miller, Stalybridge

LEA, ELIZABETH, Coventry, Warwick. June 6. Troughton and Co, Coventry

LEA, MARY, Coventry, Warwick. June 6. Troughton and Co, Coventry

LEA, SARAH, Coventry, Warwick. June 6. Troughton and Co, Coventry

LEONARD, WILLIAM, Sloane terrace, Sloane sq, Surgeon. May 4. Harting and Co, Lincoln's inn fields

MARTIN, WILLIAM, Hartley Wintney, Southampton. June 1. Beale and Martin, Reading

MATTHEWS, JEREMIAH, Shipley, Stafford, Licensed Victualler. Apr 30. Thorneycroft, Wolverhampton

NELSTROP, JOSEPH, Ackworth, York, Esq. June 9. Carter and Atkinson, Pontefract

PROUD, FRANK VANDEWALL, Hart st, Mark lane, Stationer. July 10. Wilson, Plymouth

REES, ERNEST VERNON, Pownall rd, Fulham, Hatter's Assistant. May 1. Harting and Co, Lincoln's inn fields

RICKARDS, FRANCIS PHILIP, Manchester, Insurance Agent. May 31. Addleshaw and Warburton, Manchester

RIPPIN, CHARLES ROBERT, Woolwich, Tutor. May 19. Sampson, Woolwich'

SHEPPARD, ANN, Carlton, Nottingham. July 4. Thorpe and Thorpe, Nottingham

SMITH, ELIZA, Erdington, Warwick, Farmer. May 24. Cottrell and Son, Birmingham

TAGG, THOMAS, Burton on Trent, Stafford, Horsekeeper. May 8. Jennings and Co, Burton on Trent

TAYLOR, WILLIAM, Lion Lodge, Kilburn Rise, Willesden, Sign Board Writer. May 4. Routh and Co, Southampton st, Bloomsbury

THOMAS, LUCY, Lewisham, Kent. Apr 26. Thomas, Wilberforce rd, Finsbury pk

THOROLD, CAROLINE ANNE, Bradwell, Oxford. May 7. Bircham and Co, Parliament st, Westminster

TONE, SARAH, Newcastle upon Tyne. May 1, Stanton and Atkinson, Newcastle upon Tyne

WALKER, GEORGE, Cropredy, Oxford, Gent. June 1. Bennett, Banbury

WALKER, JOHN, Great Rollright, Oxford, Yeoman. June 1. Kilby and Mace, Chipping Norton

WAYLEN, SAMUEL, Devizes, Wilts, Gent. June 1. Crowder and Co, Lincoln's inn fields

[*Gazette*, April 10.]

ANELAY, HENRY, Upper Sydenham, Kent, Gent. May 8. Maria Anelay, Eyre Cottage, Jew's walk, Sydenham

BALFOUR, JOHN, Newcastle upon Tyne, Provision Dealer. May 12. Dees and Thompson, Newcastle upon Tyne

BOWKER, WILLIAM, Hyde, Chester, Carter. May 10. Broadsmith, Hyde

BROWN, GEORGINA ANN, Crediton, Devon. June 15. Fry and Co, Bristol

BROWN, ROBERT, Lowestoft, Suffolk, Gent. May 12. Johnson, Lowestoft

BURFORD, EPHRAIM, Stratford, Essex, Gent. June 1. Hunter and Downes, Coleman st

CROP, CHARLES, Brooksby's walk, Homerton, Tobacco Pipe Manufacturer. May 18. Betteley, South st, Finsbury sq

CUTTLE, RICHARD, Hemsworth, York, Auctioneer. May 15. Scholey and Co, Wakefield

DENYER, JAMES WILLIAM, Brighton, Sussex, Licensed Victualler. May 19. Smith and Co, Bread st, Cheapside

DEWEY, CHARLES, Donhead St Andrew, Wilts, Yeoman. June 30. Burridge Shaftesbury
EARLE, HENRY FRANCIS, Richmond, Surrey, Esq. May 15. Phelps and Co, Red Lion sq
ELWIN, RAINIER PETER WILLIAM, Westbourne pl, Eaton sq, Stockbroker. May 15. Evans, Eastcheap
FARTHING, EDMUND, Oakley sq, St. Pancras, Gent. May 25. Laundy and Co, Cecil st, Strand
FORD, WILLIAM, Wood lane, Highgate, Boot and Shoe Manufacturer. June 1. Nutt and Co, Brabant ct, Philpot lane
FRICKER, ELI, otherwise JOHN, Great Coggeshall, Essex, Watchmaker. June 14. Beaumont and Son, Coggeshall
FROST, MEADOWS, Chester, Esq. May 24. Kelly and Keene, Mold
GLAZE, GEORGE, Kingswinford, Stafford, Ironfounder. May 14. Ward, Dudley
HALLETT, RICHARD, Brondesbury rd, Kilburn, Gent. Sept 1. Rixons, Gresham House, Old Broad st
HARDWIDGE, SARAH, Portland pl, Camberwell. May 14. Baker and Nairne, Crosby sq
HAYES, JAMES, Northwich, Chester, Carrier. May 31. Fletcher, Northwich
HAYHURST, HANNAH, Manchester. May 12. Marlow and Dixon, Manchester
HOGHTON, FANNY ELIZABETH, Clevedon, Somerset. May 26. Baker and Langworthy, Bristol
JAMES, ELIZABETH, Hanley, Stafford. May 11. Wilson, Stoke upon Trent
JONES, WILLIAM TAYLOR, M.A., Sydenham, Kent, Clerk in Holy Orders. May 29. Layton and Co, Budge row
KEEN, CHARLES, Farnham, Surrey, Coachbuilder. May 14. Hollest and Co, Farnham
LANKSFORD, HENRY, Peckham Rye, Gent. June 1. Pattison and Co, Queen Victoria st
MARTIN, JOHN, Clevedon, Somerset, Chemist. May 26. Baker and Langworthy, Bristol
NOTTAGE, JOSEPH, Sawbridgeworth, Hertford, Gent. May 11. Tyson, Dalton in Furness
PAYNE, CHARLES, Mangotsfield, Gloucester, Farmer. May 14. Fussell and Co, Bristol
PEW, GEORGE, Stratford pl, Oxford st, Commander in Royal Navy. May 1. Billinghurst and Wood, Buckdersbury
POLLITT, RICHARD, Barton upon Irwell, Lancaster, Yeoman. May 1. Weston and Co, Manchester
REISER, BENEDIKT, Seven Sisters' rd, Holloway, Merchant. Apr 30. Saunders and Co, Coleman st
REVIS, ANDREW, Kippax, York, Innkeeper. June 1. Phillips, Castleford
REYNALDS, FRANCIS KIRBY, Enfield rd, Kingsland rd, Hackney, Gent. June 1. Tayler, Finsbury circus
RICKABY, JOHN, Kirby Moorside, York, Grocer. May 14. Harrison, Kirby Moorside
STOW, HARRIET JEMIMA, Tunbridge Wells, Kent. June 1. Hunter and Downes, Coleman st
STOW, THOMAS BROUGHTON, Tonbridge, Kent, Esq. June 1. Hunter and Downes, Coleman st
STUCKEY, HARRY, Yatton, Somerset, Butcher. May 26. Baker and Langworthy, Bristol
STYLE, JETHRO, Radipole, Dorset, Grocer. June 7. Andrews and Co, Weymouth
WEST, BENJAMIN, Liverpool rd, Islington, Bookbinder. June 9. Neave, Friday st

[*Gazette*, April 13.]

## COURT PAPERS.

### SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

| Date. | | Court of Appeal. | V. C. Bacon. | Mr. Justice North. |
|---|---|---|---|---|
| Monday, April | 30 | Mr. King | Mr. Ward | Mr. Jackson |
| Tuesday, May | 1 | Merivale | Pemberton | Cobby |
| Wednesday | 2 | King | Ward | Jackson |
| Thursday | 3 | Merivale | Pemberton | Cobby |
| Friday | 4 | King | Ward | Jackson |
| Saturday | 5 | Merivale | Pemberton | Cobby |
| | | Mr. Justice Kay. | Mr. Justice Chitty. | Mr. Justice Pearson. |
| Monday, April | 30 | Mr. Carrington | Mr. Teesdale | Mr. Koe |
| Tuesday, May | 1 | Lavie | Farrer | Clowes |
| Wednesday | 2 | Carrington | Teesdale | Koe |
| Thursday | 3 | Lavie | Farrer | Clowes |
| Friday | 4 | Carrington | Teesdale | Koe |
| Saturday | 5 | Lavie | Farrer | Clowes |

### RECENT SALES.

At the Stock and Share Auction and Advance Company's (Limited) sale, held at their sale-room, Crown-court, Old Broad-street, E.C., on the 26th inst., the following were among the prices obtained:—Para Gas, £6 2s.; Jablochkoff Electric Light and Power, £2; Army and Navy Hotel, £3; Hallidie Patent Cable Tramways Corporation £10 shares, £5 paid, £2 15s.; Exchange and Hop Warehouses, 12s. 6d.; Oriental Leather and Leatherette, 5s.; Westminster Improvement Commission £500 Bond, 50 per cent.; Columbian Hydraulic, 6s.; Oriental Telephone "B" fully paid, 10s.; and other miscellaneous securities fetched fair prices.—At a meeting of the company on the 23 inst. the directors declared an *interim* dividend of 10 per cent. per annum for the three months ending 31st of March last.

### SALES OF THE ENSUING WEEK.

May 1.—Messrs. DENNANT & PORTER, at the Mart, at 2 p.m., Leasehold Ground Rents (see advertisement, April 21, p. 4).
May 2.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, at 2 p.m., Freehold Properties (see advertisement, April 21, p. 4).
May 3.—Messrs. FAREBROTHER, ELLIS, CLARK, & Co., at the Mart, at 2 p.m., Freehold and Leasehold Properties (see advertisement, April 7, p. 4).
May 4.—Messrs. FRANK LEWIS & Co., at the Mart, at 2 p.m., Freehold and Leasehold Properties (see advertisement, April 21, p. 424).

## BIRTHS, MARRIAGES, AND DEATHS.

### BIRTHS.

EVE.—April 17, at Holne House, Crouch End, the wife of Harry T. Eve, barrister-at-law, of a daughter.
GATEY.—April 24, at Newton Lodge, Lonsdale-road, Barnes, S.W., the wife of Joseph Gatey, barrister-at-law, of a daughter, prematurely.
HATTON.—April 24, the wife of Fredk. Hatton, of the Strand and Notting-hill, solicitor, of a daughter.
HENDERSON.—April 17, at 58, Kensington-park-road, W., the wife of George Henderson, barrister-at-law, of a son.
LOWREY.—April 24, at 20, Chepstow-place, the wife of Francis Lowrey, barrister-at-law, of a daughter.
SYMES.—April 12, at the Manor House, Crediton, Devon, the wife of William Henry Symes, solicitor, of a son.

### MARRIAGE.

WEBSTER—MARSHALL.—April 24, at Edinburgh, John Riddell Webster, advocate, to Margaret, widow of James Marshall, of Duncrievie.

## LONDON GAZETTES.

**Bankrupts.**

FRIDAY, April 20, 1883.
Under the Bankruptcy Act, 1869.
Creditors must forward their proofs of debts to the Registrar.
To Surrender in London.

Caudle, George, Munster terrace, Fulham rd, Builder. Pet Apr 17. Murray. May 4 at 11
Goldschmidt, Gustav, Lordship pk, Stoke Newington, Warehouseman. Motion Apr 6. Brougham
Gregson, Alfred Knight, Nottingham pl, Regent's pk, Esq. Pet Apr 11. Brougham. May 1 at 12

To Surrender in the Country.

Collins, Elizabeth, and Edward William Collins, Norwich, Matting and Bedstead Manufacturers. Pet Apr 16. Cooke. Norwich, May 1 at 12
Dyson, Edwin, Huddersfield, Woollen Manufacturer. Application Apr 17. Jones. Huddersfield, May 7 at 11
Hall, Herbert Byng, Weston, nr Bath, Gent. Pet Apr 14. Robertson. Bath, Apr 30 at 11
Pearson, James, Manchester, out of business. Pet Apr 18. Hulton. Salford May 2 at 2
Pritchard, Thomas, Peterborough, Northampton, Licensed Victualler. Pet Apr 16. Gaches. Peterborough, May 2 at 11

TUESDAY, April 24, 1883.
Under the Bankruptcy Act, 1869.
Creditors must forward their proofs of debts to the Registrar.
To Surrender in London.

Collingwood, George, Chatsworth rd, Clapton pk, Timber Merchant. Pet Apr 21. Hazlitt. May 4 at 11
Flymen, Nathan Van, Cable st, Whitechapel, Cigar Manufacturer. Pet Apr 21. Pepys. May 9 at 11.30
King, Henry, Mark lane, Mercantile Clerk. Pet Apr 19. Hazlitt. May 9 at 11
Phippen, Thomas, City rd, Great Tower st. Pet Mar 8. Hazlitt. May 9 at 12

To Surrender in the Country.

Browne, George, Chelmsford, Essex, Cricket Bat Manufacturer. Pet Apr 14. Duffield. Chelmsford, May 5 at 11
Green, Frederick, Soulbury, Buckingham, Cattle Dealer. Pet Apr 19. Cooke, Luton, May 7 at 1.30
Hartley, William Henry, Leeds, Woollen Draper. Pet Apr 19. Marshall. Leeds, May 9 at 11
Pilbrow, Frank Francis, Cheshunt, Herts, of no occupation. Pet Apr 16. Pulley. Edmonton, May 2 at 3
Welsted, John, Brentford, Essex, Timber Merchant. Pet Apr 14. Duffield. Chelmsford, May 7 at 11
Whittell, Joseph, Halifax, Woollen Manufacturer. Pet Apr 17. Rankin. Halifax, May 7 at 11

**BANKRUPTCIES ANNULLED.**

FRIDAY, April 20, 1883.

Ellis, Thomas Griffith, Llangefni, Anglesea, Ironmonger. Apr 17
Reading, Henry, Crogsland rd, Chalk Farm rd, Painter. Apr 14

TUESDAY, April 24, 1883.

Raby, William, Downham terrace, Wood Green, Builder. Apr 1

**Liquidations by Arrangement.**

**FIRST MEETINGS OF CREDITORS.**

FRIDAY, April 20, 1883.

Adolphy, Frederick James, Yeovil, Professor of Languages. May 1 at 11 at office of Mayo and Marsh, Church st, Yeovil
Alison, Frederick, Richmond, York, Ironmonger. May 8 at 11 at Golden Lion Hotel, Northallerton. Hunton, Richmond
Atterbury, Thomas Abraham, Wimbolt st, Barnet grove, Hackney rd, Chair Manufacturer. May 4 at 2 at office of Dunn, Guildhall chbrs, Basinghall st
Ayad, Mohamed Ben, Torquay, out of business. May 3 at 3 at office of Andrew, Bedford circus, Exeter. Brown, Exeter
Banks, Richard, Bridlington, York, Grocer. May 3 at 3 at office of Richardson, Market pl, Bridlington
Batey, Jeremiah, Kirkbride, Cumberland, Joiner. May 2 at 11 at Wellington Hotel, English st, Carlisle. Lawson, Wigton
Baylis, Edward John, Birmingham, Hair Cutter. Apr 30 at 3 at office of East and Smith, Old sq, Birmingham
Bevan, Richard, Maesteg, Glamorgan, Grocer. May 4 at 12.30 at York Hotel, Bridgend. Scale, Maesteg
Boseck, Paul, South st, Finsbury, Fancy Goods Importer. May 7 at 3 at office of Davies, Basinghall st
Bowkett, Charles Robert, Birmingham, Builder. May 5 at 10.30 at office of Garland, Newhall st, Birmingham. Baines, Birmingham
Brandt, Robert, Old Jewry, Merchant. Apr 30 at 2 at 54, Fenchurch st. Ellis and Co, Mark lane
Brittain, Charles, Chaldon rd, Fulham, Parochial Officer. May 3 at 3 at office of Boyton, Melmoth pl, Walham green. Dale, Long acre
Brondy, Simon, Manchester, Shoe Mercer. May 1 at 3 at office of Gardner and Sons, Cooper st, Manchester
Cairow, Frederick, St Mary-at-Hill, Wine Merchant. Apr 30 at 12 at offices of Barrow and Gates, Gresham st. Gole

Carr, James, Leeds, Drysalter. May 7 at 3 at offices of Middleton and Sons, Calverley chbrs, Victoria sq, Leeds
Champness, John (and not Chapness, as erroneously printed in Gazette of 13th inst.), Manchester, Merchant. Apr 30 at 3 at office of Boote and Edgar, Booth st, Manchester
Chell, Edward, Wolverhampton, Grocer. May 1 at 3 at office of Jaques, Temple row, Birmingham
Corrick, Benjamin, Norwich, Cabinet Maker. Apr 30 at 2 at office of Kent, St Andrew's Hall Plain, Norwich
Crick, Charles, Glemsford, Suffolk, Beerhouse Keeper. Apr 30 at 12 at White Horse Inn, Ballingdon. Mumford, Sudbury
Crouch, George William, Bingfield st, Caledonian rd, Islington, Deal Cabinet Manufacturer. Apr 28 at 12 at 390, City rd, Islington. Popham, Vincent terr, Islington
Daggett, Jason, Manchester, Pianoforte Agent. May 3 at 3 at office of Cobbett and Co, Brown st, Manchester
Denofsky, Ann, Nellgherry House, Ealing, Schoolmistress. Apr 30 at 3 at Nellgherry House, Ealing. Kennedy, Chancery lane
Davies, John, Liverpool, Team Owner. May 4 at 2 at office of Knowles, Cook st, Liverpool
Dowman, George Frederick, Swansea, Glamorgan, Licensed Victualler. Apr 27 at 3 at office of Evans and Davies, Wind st, Swansea
Durham, William, Hereford, Grocer. May 8 at 11 at office of Wallis, St Owen st, Hereford
Ely, John, Rushmore rd, Clapton, Commission Agent. Apr 27 at 12 at office of Harrison, Pancras lane
Erb, Balthaser, Globe rd, Mile End, Baker. May 8 at 3 at office of Morris, Gresham st
Farmer, John, Dudley, Worcester, Grocer. May 2 at 3 at office of Stokes and Hooper, Priory st, Dudley
Fawcus, Francis, Amble, Northumberland, Grocer. May 2 at 11 at office of Tate and Percy, St Michael's lane, Alnwick
Found, Alfred, Maidenhead, Berks, Auctioneer. May 8 at 3 at Bear Hotel, Maidenhead. Spender, Maidenhead
Garstone, Edmund Thomas, Hereford, Porter. Apr 30 at 10.30 at office of Stallard, East st, Hereford
George, Walter, and Sampson George, King's sq, Goswell rd, Manufacturing Jewellers. May 2 at 2 at Cannon st Hotel. Tiddeman, Finsbury sq
Halsey, Lucie, Portsea, Fancy Dealer. May 9 at 12.30 at 145, Cheapside. Whitehall, Portsea
Hannah, Allen, Gt Grimsby, Fish Curer. May 4 at 4 at office of Grange and Wintringham, St Mary's chbrs, West St Mary's gate, Gt Grimsby
Hazle, William Robert, Bridge House, Southall, Coal Merchant. May 7 at 3 at 88, Aldersgate st. Houlder, Barbican
Hill, Martin, Bristol, Dairyman. Apr 28 at 12 at office of Essery, Broad st, Bristol
Hopkins, John Baker, Leighton rd, Kentish Town, Journalist. May 4 at 3 at office of Godfrey, South sq, Gray's inn
Hudson, Joseph, Huddersfield, Manager of the Exchange Tap. May 2 at 3 at office of Welsh, Queen st, Huddersfield
Hugo, Thomas Philp, Liverpool, Ship Store Dealer. May 7 at 3 at office of Gibson and Bolland, South John st, Liverpool. Quelch, Liverpool
Johnson, James, Falmouth rd, New Kent rd, Provision Dealer. May 8 at 4 at office of Harte, Union ct, Old Broad st
Long, William, Birmingham, Chemist. May 4 at 11.30 at office of Burton, Union passage, Birmingham
Land, Richard, Calverley, York, Butcher. Apr 27 at 11 at office of Singleton, Booth st, Bradford
Milsom, William, and Frank Cuzner, Chippenham, Wilts, Timber Merchants. May 5 at 12.30 at Castle and Ball Hotel, Northgate st, Bath. Keary and Co, Chippenham
Moore, Henry, Aston-juxta-Birmingham, Brassfounder. Apr 27 at 11 at Grand Hotel, Colmore row, Birmingham. Ansell, Birmingham
Mortimer, Walter Edward, Leeds, Butcher. May 3 at 3 at office of Blacklock, Albion st, Leeds
Newell, Francis, Tabernacle walk, Finsbury, Leather Merchant. May 8 at 3 at Cannon st Hotel, Cannon st. French, Crutched Friars
Parish, Thomas, Great Barr, Stafford, Farmer. May 3 at 11.30 at office of Bill, Bridge st, Walsall
Parker, Robert Milledge, York, Butcher. May 3 at 11 at office of Young, Low Ousegate, York
Patrick, George Biddle, Bishops rd, Victoria Park, Clerk. May 3 at 10.30 at office of Godfrey, Chancery lane
Penning, William, Portsea, Hants, Engineer. May 4 at 3 at Totterdell's Hotel, St George's sq, Portsea. Blake, Portsea
Reddish, John, Manchester, Drysalter. May 10 at 3 at office of Addleshaw and Warburton, Norfolk st, Manchester
Roberts, Martha Jane, Liverpool, Furniture Broker. May 4 at 3 at office of Quelch, Dale st, Liverpool
Saunders, Frank Valentine, Evesham, Worcester, Fishmonger. May 4 at 11 at office of Allen and Beauchamp, Sansome pl, Worcester
Savage, William, Portsmouth, Hants, Ironmonger. May 4 at 2 at office of Cousins and Burbidge, St Thomas st, Portsmouth
Candido, John (and not Caridido, as erroneously printed in the Gazette of the 13th inst.) Sequeira, Manchester, Provision Importer. May 2 at 3 at office of Casper, Brasenose st, Manchester
Simpson, William Henry, Leeds, out of business. May 1 at 3 at office of Hayes and Co, Oxford pl, Leeds
Slater, John, Market Drayton, Salop, Tanner. May 4 at 11.15 at North Staffordshire Railway Hotel, Stoke on Trent. Onions
Smith, Walter, Camberwell New rd, Architectural Sculptor. Apr 30 at 3 at office of Barton and Pearman, Kennington rd
Staddon, James, Bristol, Saddler. Apr 30 at 12 at office of Andrews, Nicholas st, Bristol. Essery, Bristol
Steiner, William, White Horse st, Stepney, Ironmonger. May 3 at 2 at office of Browne and Co, Queen st, Cheapside. Watts and Burton, New inn, Strand
Trend, Henry Gristock, Petherton rd, Highbury New park, Physician. May 2 at 3 at office of Child and Son, South sq, Gray's inn
Turner, George William, Longton, Stafford, Beerseller. Apr 24 at 11 at offices of Welch, Caroline st, Longton
Tylcoat, Edward Thomas, New Church ct, Drury lane, Grocer. May 7 at 4 at offices of Hatton and Westcott, Strand
Vardy, Henry, and Thomas Winter, Birmingham, Builders. May 4 at 3 at offices of Walford and Rider, Newhall st, Birmingham
Watkins, Leonard William, Farnborough, Kent, Licensed Victualler. May 8 at 12 at Masons' Hall Tavern, Basinghall st. Gregory, Bromley
Wells, Edward, James Smith, and Henry James Fenwick Gale, Queen Victoria st, Iron Merchants. May 1 at 2 at Cannon st Hotel. Hudson and Co, Queen Victoria st
Williams, Benjamin, Dowlais, Glamorgan, Grocer. May 1 at 11 at office of Lewis, Glebeland st, Merthyr Tydfil
Wills, John, Broadhembury, Devon, Farmer. May 1 at 12 at office of Southcott, Post Office st, Bedford circus, Exeter. Hartnoll
Wright, William, Sheffield, Joiner. May 2 at 11 at office of Mellor, Queen st, Sheffield
Young, Joseph, Salford, Bootmaker. May 7 at 3 at office of Leigh, Brown st, Manchester

TUESDAY, April 24, 1883.

Adams, Walter, Stockton on Tees, Durham, Auctioneer. May 3 at 11 at office of Dodds and Co, Finkle st, Stockton on Tees
Ansell, Alfred, Sidcup, Kent, Carman. May 7 at 3 at Station Hotel, Sidcup. Woodard and Hood, Ingram ct, Fenchurch st
Ashlin, Clement, Queen Anne gdns, Bedford park, Banker's Clerk. May 3 at 2 at office of Cayley, Bucklersbury
Axon, Albert William, Salford, Joiner. May 4 at 3 at office of Rawes, Bexley sq, Salford
Ballinger, Alfred, Orchard terrace, Starch Green, Shepherd's Bush, Bootmaker. May 18 at 2 at Inns of Court Hotel, High Holborn. Thomson and Ward, Bedford row
Barker, William Crown, Walthamstow, Provision Dealer. May 3 at 11 at office of Newson, Mitre ct, Temple
Bartle, Jesse, Bradford, Confectioner. May 14 at 11 at office of Peel and Co, Chapel lane, Bradford
Bate, William, Runcorn, Chester, Land Agent. May 11 at 3 at office of Harris, Harrington st, Liverpool
Bates, Thomas, Huddersfield, Serge Manufacturer. May 7 at 3 at office of Haigh, New st, Huddersfield
Beere, John, Brook st, Hanover sq, Tailor's Assistant. May 7 at 2 at office of Ellis, Bedford row
Bishop, William, Willenhall, Stafford, Manager of a Licensed Victualler's house. May 8 at 3 at office of Travis, Church lane, Tipton
Booth, Crossley, Holmfirth, York, Saddler. May 7 at 3 at office of Booth, Holmfirth
Boulden, Joseph, High st, Borough, Southwark, Fruit Salesman. May 7 at 12 at office of Simpson and Palmer, Three Crown sq, Southwark
Bradley, Isaac, Morley, York, Woollen Manufacturer. May 7 at 2 at Law Institution, Albion pl, Leeds. Simpson, Leeds
Brindley, Charles, Wolverhampton, Lock Manufacturer. May 11 at 3 at office of Rhodes, Queen st, Wolverhampton
Buckby, William, Desborough, Northampton, Builder. May 5 at 3 at office of Andrew, Market sq, Northampton
Bulpitt, George, Southampton, Grocer. May 7 at 12 at office of Bassett and Co, Gloucester sq, Southampton
Burton, John, Ringwood, Hants, Farmer. May 10 at 12 at Red Lion Hotel, Basingstoke. Johns, Ringwood
Campbell, Roderick, jun, South Shields, Grocer. May 8 at 3 at office of Rennoldson, King st, South Shields
Chambers, James, Todmorden, York, Bookkeeper. May 10 at 11 at office of Shackleton, Bridge st, Todmorden
Church, William Henry, Leicester, Confectioner. May 7 at 3 at Inns of Court Hotel, Lincoln's inn fields. Owston and Co, Leicester
Clay, Edward, Manchester, Smallware Dealer. May 11 at 3 at offices of Fox, Princess st, Manchester
Chorley, Henry, Burslem, Stafford, Joiner. May 7 at 11 at offices of Tomkinson and Furnival, St John's chbrs, Burslem
Coates, James Douglas, and Rosa Alice Coates, King's Norton, Worcester, Bakers. May 3 at 12 at office of Sargent and Son, Bennett's hill, Birmingham
Collison, Walter William, Chislehurst, Baker. May 7 at 10.15 at office of Cooke, Gray's inn sq
Cummings, Thomas Charles, Fakenham, Norfolk, Tailor. May 10 at 11 at Crown Inn, Fakenham. Rumbelow, Fakenham
Dale, William, North Shields, Slater. May 7 at 3 at office of Adamson, Howard st, North Shields
Davies, Evan William, and William Frank Sprang, Chester, Grocers. May 9 at 2.30 at office of Roberts and Dickson, Newgate st, Chester
Dedman, William, Ringwood, Hants, Licensed Victualler. May 5 at 11 at office of Chapman, Gray's inn sq. Aldridge, Bournemouth
Dodd, James Holford, Wharton, Chester, Pork Butcher. May 9 at 11 at offices of Green and Dixon, Winsford
Edmonds, Alfred Clement, Birmingham, Grocer. May 9 at 11 at office of Mallard and Corbett, Newhall chbrs, Newhall st, Birmingham
Edwards, John, Hyde, Chester, Publican. May 10 at 3 at office of Cooke, Clarendon pl, Hyde
Elam, Thomas Alfred, Halifax, Shoeing Smith. May 9 at 3 at Royal Hotel, Bradford rd, Brighouse. Crossley, Halifax
Ezard, Charles, Bradford, Lancaster, Iron Founder. May 9 at 3 at office of Watts, Moseley st, Manchester
Fincher, John Milward, Hagley-road, nr Birmingham, Licensed Victualler. May 7 at 3 at office of Jaques, Temple row, Birmingham
Gates, Alfred, Leather Dresser, Sheffield. May 4 at 2 at Law Society, Hoole's chmbrs, Bank st, Sheffield. Bramley, Sheffield
Goode, William, New rd, Whitechapel, Baker. May 7 at 4 at office of Young, Mark lane
Groom, John George, Pitstone, nr Tring, Buckingham, Farmer. May 17 at 12 at Unicorn Inn, Leighton Buzzard. Benning, Dunstable
Halter, Albert Winter, Cardiff, Watchmaker. May 8 at 2.30 at office of Kemp, Colmore row, Birmingham. Rees, Cardiff
Hansell, Frederick James, St Albans, Hertford, Straw Hat Maker. May 4 at 3 at George Hotel, St Albans. Annesley, St Albans
Hattersley, Lloyd, Macclesfield, Chester, Draper. May 7 at 3 at office of Barclay and Co, Exchange chmbrs, Macclesfield
Heinsin, John, Holloway rd, Oilman. May 7 at 11.30 at office of Cooke, Gray's inn sq
Hodgson, William Darnbrough, York, Tobacconist. May 9 at 1 at offices of Wilkinson, St Helen's sq, York
Holroyd, James, Rochdale, Dyer. May 7 at 3 at offices of Standring and Taylor, King st, Rochdale
Hothersall, James Pratt, Over Darwen, Lancaster, Painter. May 3 at 11 at White Bull Hotel, Church st, Blackburn. Sutcliffe, Over Darwen
Hughes, George, Prittlewell, Essex, Greengrocer. May 3 at 2 at Waggon and Horses Inn, North hill, Colchester. Maskell, Chelmsford
Hughes, Joseph, Chisledon, Wilts, Ironfounder. May 4 at 11.30 at office of Bradford and Foote, Swindon
Hulme, Edward Henry, Hanley, Stafford, Ironmonger. May 2 at 2.30 at offices of Bishop and Topham, Bank chbrs, Hanley
Irwin, John, Patricroft, nr Manchester, Grocer. May 10 at 11 at offices of Smith and Sykes, King st, Manchester
Jackson, Henry, South Shields, Auctioneer. May 7 at 11 at offices of Joel and Co, Newgate st, Newcastle on Tyne
Kimberley, Mark, Coventry, out of business. May 8 at 2 at office of Neale and Addison, Hay lane, Coventry
Knowles, William Pearson, Leeds, Tobacconist. May 4 at 12 at the Washington Hotel, Lime st, Liverpool. Lodge and Rhodes, Leeds
Lamb, Thomas, Millom, Cumberland, Coal Dealer. May 3 at 3 at the Trevelyan Temperance Hotel, Dalkeith st, Barrow in Furness. Pinckney, Barrow in Furness
Lawton, William, jun, Oldham, Leather Dealer. May 4 at 3 at Grosvenor Hotel, Deansgate, Manchester. Watson, Oldham
Layton, Albert, Landport, Hants, Boot Maker. May 8 at 12 at office of Edmonds, and Co, Cheapside. Cousins and Burbidge, Portsmouth
Lewton, Frederick, Bristol, Boot Manufacturer. May 7 at 3 at office of Brown, Corn st, Bristol
Lloyd, Evan, and David Lloyd, Cardiff, Glamorgan, Drapers. May 10 at 3 at 145, Cheapside. Sole and Co, Aldermanbury
McAngus, Donald, Brighton, Draper. May 7 at 3 at office of Sowton, Bedford row. Buckwell, Brighton
Malvern, Ann, Eleanor Malvern, and Eliza Malvern, Cheltenham, Gloucester, Basket Makers. May 9 at 3 at Spread Eagle Hotel, Gloucester. Clark, Cheltenham

Marsh, George John Eyton, Upper Norwood, Grocer. May 16 at 3 at office of Finch, Borough High st, Southwark
Martin, Francis, Carlisle, Draper. May 7 at 3 at office of Wannop, Scotch st, Carlisle
Michael, Maurice, Coventry, Watch Manufacturer. May 7 at 3 at Queen's Hotel, Coventry. Rosenthal, Holborn Viaduct
Miles, George, Rivington st, Curtain rd, Shoreditch, Coffee house keeper. May 16 at 3 at office of Crook and Carlill, Fenchurch st
Mundy, Francis, Andover, Hants, Innkeeper. May 7 at 12 at White Hart Hotel, Bridge st, Andover. Fare, Andover
Norris, George, Little Missenden, Bucks, Grocer. May 4 at 2 at Red Lion Hotel, High Wycombe, Bucks. Rawson and Awdry, Gt Marlow
Parkinson, James, Wakefield, York, Threshing Machine Proprietor. May 4 at 3 at office of Lodge, Town-hall chbrs, Wakefield
Pavely, Hannah, St John st, Clerkenwell, Baker. May 4 at 3 at Auction Mart, Tokenhouse yard. Duffield and Bruty, Tokenhouse yard
Pickering, Edward, Minshull Vernon, nr Middlewich, Chester, Tailor. May 10 at 3 at office of Cooke, Temple chbrs, Oak st, Crewe
Pilling, Thomas, Manchester, out of business. May 9 at 3 at office of Sale and Co, Booth st, Manchester
Plant, Alfred, Cobridge, Stafford, Earthenware Manufacturer's Manager. May 7 at 11 at office of Paddock, Old Hall st, Hanley
Plant, Richard, Salford, Lancaster, Grocer. May 10 at 3 at office of Hankinson, Queen's chbrs, John Dalton st, Manchester
Prichard, Robert, Carnarvon, Plumber. May 9 at 2 at Sportsman Hotel, Carnarvon. Jones and Co, Carnarvon
Prichard, John, Blaenau Festiniog, Merioneth, Grocer. May 8 at 1 at Junction Hotel, Llandudno. Jones, Blaenau, Festiniog
Railton, Peter John, Southport, Lancaster, Mantle Maker. May 9 at 3 at office of Twist, Chapel st, Southport. Dreaper, Southport
Ravenscroft, William, Davenham, nr Northwich, Chester, Coach Builder. May 5 at 11 at offices of Fletcher, Northwich
Shaw, Thomas, Easby, nr Richmond, York, Farmer. May 4 at 12 at Talbot Inn, Richmond. Croft, Richmond
Simcock, George, Cannock, Stafford, Grocer. May 10 at 3 at Knapp's Hotel, High st, Birmingham. Rhodes, Wolverhampton
Skidmore, Daniel, and Isaiah Skidmore, Dudley, Worcester, Royalty Masters. May 4 at 3 at office of Stokes and Hooper, Priory st, Dudley
Stretton, Henry, Nottingham, Draper. May 8 at 11 at Masonic Hall, Goldsmith st, Nottingham. Parsons and Co, Nottingham
Strong, William Frederick, Stratford, Essex, Builder. May 10 at 3 at Quality crt, Chancery lane. Corsellis and Co
Sunderland, James, Birmingham, Photographer. May 4 at 12 at 145, Cheapside. Wright and Marshall, Birmingham
Thomas, William Henry, Barnet, Hertford, Watchmaker. May 4 at 3 at office of Wells, Paternoster row
Townsend, Henry Robert, Macclesfield st, City rd, Clerkenwell, General Smith. May 2 at 2 at City rd, Clerkenwell
Toy, Henry, Birmingham, Brassfounder. May 4 at 12 at Newhall st, Birmingham. Rooke and Gateley, Birmingham
Troup, William Martin, Birmingham, Jewellers' Factor. May 7 at 12 at Great Western, Hotel, Colmore row, Birmingham. Copner, Birmingham
Tucker, John, Gresham House, Old Broad st, Merchant. May 4 at 3 at Guildhall Tavern, Gresham st. Nash and Field, Queen st
Turner, Ellen, Bury, Lancaster, Grocer. May 7 at 2 at office of Openshaw, Bolton st, Bury
Turner, John, Monsell rd, Finsbury pk, Cowkeeper. May 1 at 4 at 62, Chancery lane. Marshall
Voysey, Frederick George, Exeter, Tobacconist. May 8 at 11 at office of Andrew, Bedford circus, Exeter. Roberts and Co
Whittington, George, Wath upon Dearne, York, Grocer. May 9 at 12 at office of Raley, Church st, Barnsley
Whitwell, Thomas, Lavender rd, Battersea, Furniture Dealer. May 3 at 12 at office of Haynes, Grecian chbrs, Devereux ct, Temple
Wilford, William, Uppingham, Rutland, Bookseller's Assistant. May 8 at 12 at office of Hough and Tuck, Oakham
Wilkinson, Henry, Birmingham, Accountant. May 4 at 11 at office of O'Connor, Bennett's hill, Birmingham
Williams, Owen, Walton on Hill, nr Liverpool, Builder. May 10 at 2 at office of Stephenson, Union ct, Castle st, Liverpool
Williams, Phillip, Aberdare, Glamorgan, no occupation. May 8 at 12 at office of Morgan and Rhys, Pontypridd
Wolverson, Joseph, Stafford, Willenhall, Stafford, Beerhouse Keeper. May 7 at 11 at Lion Hotel, Lichfield st, Willenhall. Smith, Short Heath, nr Wolverhampton
Wood, De Rome, Barrow-in-Furness, Furniture Dealer. May 4 at 3 at Trowbridge's Temperance Hotel, Dalkeith st, Barrow-in-Furness. Pinckney, Barrow-in-Furness
Wood, George, Penistone, York, Butcher. May 5 at 11 at office of Dransfield, Penistone
Woodward, Thomas, and Frank Woodward, Birmingham, Gun Manufacturers. May 8 at 3 at Great Western Hotel, Colmore row, Birmingham. Fitter, Birmingham
Wymer, William, Red Cross st, Refreshment House Keeper. May 8 at 2 at office of Henry, Furnival's inn, Holborn

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